BOARD OF PUBLIC WORKS

2020 RESOLUTION BOOK – 107

JANUARY 7, 2020 - DECEMBER 31, 2020

Date	Imp Res #	Project name/Description	Presenter
January 2020			
1-7-2020	76465	WPCP 5kV Electrical Distribution Upgrades	Steve Williams
1-7-2020	76580	WPCP Digester Feed and Withdrawal Piping Improvements	Zach Katter
1-7-2020	76700	2020 CIPP) Package 1, Small and Medium Diameter	Eric Steinman
1-7-2020	76708	Superior Street Utility Improvements, Calhoun St to Barr St	Emily Grabill
1-14-2020	0361N	Summit Park Sidewalk Phase 1B	Dawn Ritchie
1-14-2020	0387U	2020 ADA Ramp Pkg	Gary Manes
1-14-2020	0430S	2020 Barrett Pkg	Nick Jarrell
1-14-2020	0431S	2020 Misc. ROW Concrete Pkg	Nick Jarrell
1-14-2020	0450S	2020 Trip Hazard Elimination	Nick Jarrell
1-14-2020	0451P	2020 Tree Removal Pkg	Nick Jarrell
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1-28-2020	66958	Bremer Road Water Main Replacement	Jon Hall
1-28-2020	76266	St. Joe Interceptor Rehab - East State to Tennessee Ave.	Eric Steinman
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1-28-2020	107-1-28-20-2	Intent to Dispose of Real Property Located @ 1700 Block of Shady Brook Dr	Seth Weinglass
1-28-2020	107-1-28-20-3	Authorization of Sewage Works Revenue Bonds & Refunding Bonds.	Justin Brugger
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2-4-2020	0183N	St Joe Center Road Trail and Wheelock Road Trail.	Dawn Ritchie
2-4-2020	76758	Long Road Force Main	Nathan Baggett
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2-11-2020	0418C	Tanbark Community Concrete Street Repairs	Greg McDirmit
2-11-2020	76628	Thorngate Lift Station	Nathan Baggett
2-11-2020	76803	Thorngate Force Main	Nathan Baggett
2-18-2020	66518	Lime Sludge Parallel FLP to Edgewater	Austyn Smedberg
2-18-2020	66754	Three Rivers Filtration Plant Boiler Replacement	Chris Ravenscroft
2-18-2020	76481	CSOCM11 - Hanna, Brown, & Rolling Mills Regulator Mods	Kristen Buell
2-18-2020	83645	Waynedale Area Stormwater Imp	Khylei Myers
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3-10-2020	0452S	2020 Sidewalk Leveling	Nick Jarrell
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7-14-2020	0457C	Fallen Timbers -Blue Jacket Run	Greg McDirmit
7-14-2020	66818	Country Club Gardens Water Main Extension Phase 1.	Austyn Smedberg
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9-1-2020	66510	St. Joe Dam Raw Water Main Inspection	Jon Hall
9-1-2020	66806	Transmission Main Condition Assessment and Rehab 2020.	Jon Hall
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Jan 2020

WPCP 5kV Electrical Distribution Upgrades
RESOLUTION NO. 76465

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of replacing/upgrading all 5kV switchboard equipment at the Water Pollution Control Plant.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, WPCP 5kV Electrical Distribution Upgrades.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Sewer Utility (State Revolving Fund).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no property acquisition.

Declares the engineer's estimate of the project's total cost is $ 4,862,000.

APPROVED THIS 7th DAY OF January, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

WATER POLLUTION CONTROL PLANT DIGESTER FEED AND WITHDRAWAL PIPING IMPROVEMENTS
RESOLUTION NO. 76580

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of new Thickened Activated Sludge force main by open cut and horizontal directional drilling from the Thickening Bldg. to the Digester Complex. Installation of new Digested Sludge force main in the tunnels of the facility, as well as open cut installation with new structures. Installation by open cut of new W3 piping from the East Secondary Junction Chamber to the Digester Complex. Included as an alternate of the construction of the project is the installation of a new flushing water pump and piping, including all appurtenances and controls.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Water Pollution Control Plant Digester Feed & Withdrawal Piping Improvements.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $2,101,000.00

APPROVED THIS 7th DAY OF January, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

2020 CIPP Pkg #1 – Small & Medium Diameter
WO#76700

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

This project is the CIPP lining and SL-RAT inspections of approximately 60,000 linear feet of small and medium diameter (8" to 36") sewers throughout the City. They have been selected to be lined using evidence of deterioration and preventative maintenance.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **2020 CIPP Pkg #1 – Small & Medium Diameter.**

Declares the cost of the said improvements shall be paid by the funds from the Sewer State Revolving Fund.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost is **$3,851,000.00**.

APPROVED THIS 7th **DAY OF** January, **2020.**

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____ 1.7.2020
Michelle Fulk-Vondran, Clerk

Superior Street Utility Improvements (Calhoun St. to Barr St.)
RESOLUTION NO. 76708

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This project will include the construction of 820 linear feet of 36-inch to 48-inch consolidation sewer, five structures including two sanitary diversion structures, water main installation including 450 linear feet of 8-inch water main and 335 linear feet of 16-inch water main and necessary water appurtenances and final roadway restoration. This project is the third phase of the Superior Street consolidation sewer work. The consolidation sewer will collect sewage from CSO 029 and transport flows back to the tunnel and eventually the Water Pollution Control Plant. This will bring CSO 029 into compliance of 4 overflow events per year.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Superior Street Utility Improvements (Calhoun St. to Barr St.).

Declares the cost of the said improvements shall be paid by the funds from the State Revolving Fund Program.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $2,331,000.

APPROVED THIS 7th DAY OF January, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0361N

SUMMIT PARK SIDEWALK, PHASE 1B
WORK ORDER NO. 0361N

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Washington Center Road by constructing a 5 foot wide concrete sidewalk along the north side of the road to fill in existing sidewalk gaps beginning 60 feet east of the former Grand Rapids Indiana Railroad corridor to 400 feet west of Lima Road. The project includes a retaining wall, ADA curb ramps, accessible pedestrian signals at Cross Creek Boulevard, pavement markings and erosion control measures.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne Redevelopment Commission with Tax Increment Financing funds from the Summit Park Urban Renewal Area.

Adopted this 14th day of January 2020.

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

Mike Avila, Member

ATTEST: 1.14.2020
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0387U

2020 ADA Ramp Package

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Construct concrete wing walks and ramps to ADA compliance, including new tactile warning devices. Also, upgrades to adjacent sidewalks and curb, inlet castings, replacing concrete and asphalt street and restoration. Proposed ramps will be located in all 6 Districts of the city.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of January, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0430S

2020 Barrett Package

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: 200+ locations in the City of Fort Wayne, IN.

All in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost for sidewalks, drives, curbs, and yard walks shall be assessed 50% on the real estate abutting on said improvements and 50% upon the City of Fort Wayne, Indiana, if the said City is benefited by said improvement and the cost for restoring areas affected by construction shall be assessed 100% on said City, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of three (3%) percent per annum as set by the Board of Public Works and shall be financed under Revolving Barrett Law as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessment of property, collection of assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

Adopted this 14th day of January, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: 1.14.2020

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0431S

2020 Miscellaneous ROW Concrete Package

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The improvements are at various property locations through all 6 districts
The improvements include removing and replacing sidewalks, residential drive approaches, alley approaches, concrete curbs, adding curb ramps, casting adjustments and concrete street patching

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of January, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: 1.14.2020
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0450S

2020 Trip Hazard Elimination

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

This trip hazard elimination package will include the horizontal sawing on sidewalks and streets of neighborhoods in all 6 districts including:

DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5	DISTRICT 6
A-Chandlers Landing	A-Francis Slocum	A-Northcrest	A-Copperhill	A-Southwood Park	A-Oxford
B-New Glenwood Civic	B- Wyndemere	B-Falls of Keefer Creek	B-Avalon Place	B-Fairmont	B-
C-Glenwood Park	C-Greenview		C-Abbey Place	C-Fairfield	C-Anthony
D-Monarch Park	D-Chadwick			D-Oakdale	D-Lafayette Pl

the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of January, 2020

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0451P

2020 Tree Removal Package

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

This project will include the cutting down of the trees in the City ROW affecting the 50/50, Misc. ROW Pkg and any other Public Works project in the Right of Way. These trees are being bid out by unit cost per the diameter of the tree. This will include the removal and grinding of the tree 8" below grade including the chipping and hauling of the tree.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of January, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

CSO 54 Equalization Facility
RESOLUTION NO. 76599

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Construction of an in-line combined sewage storage facility (100,000gal) with hydraulic flushing gate. Storage facility will fill by gravity, and drain partially by gravity, and partially via lift station.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, CSO 54 Equalization Facility.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Future Bond.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $2,135,240.00.

APPROVED THIS 14th DAY OF January, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

STEUP CHEROKEE
WATER MAIN REPLACEMENT
RESOLUTION NO. 66591

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 4,700' of 2", 11,650' of 6", 2020' of 8", and 2160' of 12" HDPE pipe by horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **STEUP CHEROKEE WATER MAIN REPLACEMENT.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $2,772,000.00.

APPROVED THIS 21 DAY OF January, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Approval of Resolution #107-1-21-20-1, Lease Agreement between St Joseph Township and City of Fort Wayne for the property located at 6033 Maplecrest Road.

BOARD OF PUBLIC WORKS

Date: 1·21·2020

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 27th day of December, 2018, at Fort Wayne, Indiana, by and between St. Joseph Township ("Landlord") and the City of Fort Wayne ("Tenant").

ARTICLE I. DEMISE, DESCRIPTION, USE, TERM AND RENTAL.

1.01 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, pursuant to the terms and conditions set forth herein that portion of the building located at 6033 Maplecrest Road, Fort Wayne, Allen County, Indiana, more particularly described as:

> The "Firehouse Area" (specifically excepting: (a) the office located behind the Quarter Master office; and (b)the back bay, (which houses the "Rehab Truck", grass bay, fitness center, and training center) containing approximately 12,300 useable square feet as depicted on Exhibit "A" attached hereto and incorporated herein by reference.

("Leased Premises"); to be used by the Fort Wayne Police Department and in accordance with uses normally incident thereto, but in no way shall be used for any illegal purpose, for the term of seven (7) year(s) commencing on July 1, 2019, and ending on December 31, 2025 ("Term") (unless earlier terminated as provided herein), for the annual rental of $20,000.00, (or pro-rated portion thereof),payable as specified in Article II.

1.02 If Landlord shall be unable for any cause beyond Landlord's control to deliver possession of the Leased Premises on the commencement date of the term hereof, it shall not be liable to Tenant for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term hereof in any way be extended, but in such event Tenant shall not be liable for any rent until such time as Landlord can and does deliver possession.

1.03 Tenant has inspected the Leased Premises and is satisfied with the physical condition thereof, and Tenant's taking possession of the Leased Premises shall be conclusive evidence that the same were in good condition and repair. Tenant agrees that no representation as to the condition of repair of the Leased Premises has been made except as herein noted and that no promise to decorate, alter, repair, or improve the Leased Premises prior to or during the term has been made, unless provided in this Lease.

ARTICLE II. RENTAL.

2.01 Tenant shall pay to Landlord at 6033 Maplecrest Road, Fort Wayne, Indiana 46835, ATTN: St. Joseph Township Trustee, or at such other place as the Landlord shall designate from time to time in writing, as rental for the Leased Premises, the annual sum of $20,000.00 (or pro-rated portion thereof), payable without prior demand and without any setoff or deduction whatsoever, except as expressly provided herein, in semi-annual installments of $10,000.00, each in advance on the first day of January and of July of

each calendar year upon and after commencement of the term hereof. Rent for the first year shall be the pro-rated amount of $10,000.00

2.02 Failure of Landlord to make demand for rental when due shall not excuse payment thereof or constitute a waiver of Landlord's rights under this Lease. Tenant shall pay all rent, items of additional rent, and any other sums due under this Lease to Landlord forthwith. Said rent, additional rent and other sums shall bear interest from and after ten (10) days after the due date until paid at the rate of ten percent (10%) per annum or the maximum legal rate, whichever is less.

ARTICLE III. INSURANCE.

3.01 In addition to the foregoing rental sums, Tenant shall, as further consideration for this Lease, maintain during the entire term of this Lease, self-insurance against the risks provide for in this Agreement under Tenant's existing plan of self-insurance as set forth on Tenant's Certificate of Liability Insurance, a true and accurate copy of which is attached hereto and made a part hereof as Exhibit "B".

3.02 Each of the said policies of insurance shall expressly provide that the policy shall not be canceled or altered without twenty (20) days prior written notice to the Landlord.

3.03 If the Tenant, at any time during the term of this Lease, shall fail to secure or maintain the said policies of insurance, Landlord shall be permitted to obtain such insurance in the Tenant's name, or as the agent of the Tenant, and shall be reimbursed by the Tenant for the cost of such insurance premiums. In such event, Tenant shall pay to Landlord interest on paid insurance premiums at the rate of ten percent (10%) per annum, computed from the date the insurance premiums were actually paid by the Landlord.

3.04 If the building or other improvements on the Leased Premises should be damaged or destroyed by fire, flood, or other casualty, Tenant shall give immediate written notice thereof to Landlord.

1. If the building in which the Leased Premises are located should be totally destroyed by fire, flood, or other casualty, or if it should be so damaged that rebuilding or repairs cannot, as reasonably determined by Landlord, be completed within sixty (60) days from the date of written notification by Tenant to Landlord of the occurrence of the damage, this Lease shall terminate and rental shall be abated for the unexpired portion of this Lease, effective as of the date of said written notification.

2. If the building or other improvements in which the Leased Premises are located should be damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot, as reasonably determined by Landlord, be completed within sixty (60) days from the date of written notification by Tenant to Landlord of the occurrence of the damage, this Lease shall not terminate, and the Landlord shall, if the casualty has occurred prior to the final twenty-four (24) months of the

Lease term, at its sole cost and risk proceed forthwith to rebuild or repair such building and other improvements to substantially the same condition in which they existed prior to such damage. If the casualty occurs during the final twenty-four (24) months of the Lease term, Landlord shall not be required to rebuild or repair such damage. If the building and other improvements are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rental payable hereunder during the period in which they are untenantable shall be abated. In the event that Landlord should fail to complete such rebuilding or repairs within sixty (60) days from the date of written notification by Tenant to Landlord of the occurrence of the damage, Tenant may at its option terminate this Lease by written notification at such time to Landlord, whereupon all rights and obligations hereunder shall cease.

3.05 Tenant agrees to protect, indemnify and hold Landlord harmless from and against any and all claims, demand, actions and causes of action, including reasonable attorney's fees, for injury or death of persons, or loss or damage to property, occurring on the Leased Premises, or in any manner whatsoever connected with Tenant's use and occupancy of the Leased Premises except as may be caused by Landlord's intentional or negligent acts or omissions. In the event of such liability resulting from Landlord's intentional or negligent acts or omissions. Landlord agrees to protect, indemnify and save Tenant harmless from and against any and all claims, demands, actions and causes of action, including reasonable attorney's fees, for injury or death of persons, or loss or damage to property.

3.06 Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's equipment, fixtures or other personal property of Tenant or to Tenant's business, except to the extent that such loss or damage is a result of Landlord's negligent or intentional acts or omissions.

3.07 Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of Landlord or other persons occupying adjacent, connecting, or adjoining premises unless such loss or damage is the result of (a) Landlord's negligent or intentional acts or omissions or (b) Landlord's failure to follow procedures contained herein for accessing the Leased Premises.

3.08 Tenant agrees to protect, indemnify and hold Landlord harmless from and against any and all claims, demands, actions and causes of action, including reasonable attorney's fees, for injury or death of persons or loss or damage to property occurring within the common areas of the facility in which the Leased Premises are a part and facilities adjacent thereto to the extent that such loss or damage is occasioned wholly or in part by any intentional or negligent act or omission of Tenant, its agents, contractors, employees, licensees or invitees.

ARTICLE IV. UTILITIES.

4.01 Landlord and Tenant acknowledge that the rent being paid pursuant to this Lease includes payment for estimated basic utilities to be used by Tenant. In that regard, and except as hereinafter provided, Landlord shall pay all basic charges for gas, electricity, sewage, and water used in or on the Leased Premises immediately upon becoming due. In the event telephone and/or internet service are installed and utilized by Tenant at the Leased Premises, such services shall be separately metered, and Tenant shall pay the charges for said separately-metered services. In the event Landlord and Tenant jointly determine that Tenant's usage of the Leased Premises results in extraordinary utility charges which can be attributed solely to Tenant's use of such utilities at the Leased Premises, Landlord and Tenant shall jointly calculate said extraordinary charges, which Landlord and Tenant jointly agree have been incurred solely by Tenant's extraordinary use of any such utilities at the Leased Premises, and such extraordinary utility charges attributable to Tenant use shall be separately invoiced to and paid for by Tenant.

ARTICLE V. WASTE AND NUISANCE.

5.01 Tenant shall not commit, or suffer to be committed any waste on the Leased Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

ARTICLE VI. REPAIRS AND MAINTENANCE.

6.01 The parties agree that Tenant shall be responsible for the periodic cleaning of the Leased Premises and Landlord shall be responsible for all other maintenance of the Leased Premises. All repairs of and replacements to the Leased Premises shall be the responsibility of the Landlord, which shall include, without limitation, all repairs to and replacements of electrical, mechanical, HVAC and plumbing systems., and repairs of and replacements to the building of which the Leased Premises are a part, including foundation, walls, access doors, garage doors, windows and roof.

ARTICLE VII. ALTERATIONS, IMPROVEMENTS, AND FIXTURES.

7.01 Tenant shall make the improvements to the Leased Premises as described on Exhibit "C" attached hereto and made a part hereof. All additional alterations and improvements to the Leased Premises by Tenant shall require the prior written consent of Landlord, which consent shall not be unreasonably withheld, and all alterations, additions, improvements, and fixtures (except trade fixtures, which Tenant shall be permitted to remove from the Leased Premises at any time during the term hereof or within twenty (20) days after expiration or earlier termination of this Lease, and not otherwise, if such removal can be effected without injury to the Leased Premises and if any such fixture shall not have become, by the manner in which it is affixed, an integral part of the Leased Premises) made or placed in or on the Leased Premises shall on expiration, or earlier termination of this Lease, belong to Landlord without compensation to Tenant; provided, however, that Landlord shall have the option, to be exercised on expiration or earlier termination of this

Lease, to require Tenant to remove any or all of such additions, improvements, or fixtures. Before installing any fixtures in or on the Leased Premises, Tenant shall submit plans and designs thereof to Landlord for its approval, and in the event the plans and designs are disapproved by Landlord, such fixtures shall not be installed until any changes required by Landlord are made. Any alteration, addition, or improvement made by Tenant after such consent of the Landlord shall have been obtained shall be made strictly in accordance with all applicable building codes and governmental authority regulations.

7.02 Tenant shall not permit any mechanics' lien to be filed against the fee of the Leased Premises or against the Tenant's leasehold interest in the premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or any holding the Leased Premises through or under the Tenant, whether prior or subsequent to the commencement of the term hereof. Landlord may forthwith have any such mechanic's lien removed and charge the costs thereof, including all attorneys fees, court costs and other costs associated with having the mechanics lien removed, to Tenant, which Tenant shall immediately reimburse to Landlord. In any event, Tenant's allowing a mechanics lien to be filed against the fee of the Leased Premises or against the Tenant's leasehold interest in the Premises that remains uncured for thirty (30) days shall Lease constitute a default under the provisions of this Lease.

ARTICLE VIII. QUIET POSSESSION.

8.01 Landlord shall, on the commencement date of the term of this Lease as herein above set forth, place Tenant in quiet possession of the Leased Premises and shall secure it in the quiet possession hereof against all persons claiming the same during the entire Lease term and each extension thereof. The guarantees of quiet possession hereunder shall not extend to the actions or omissions of any party not under Landlord control.

8.02 This Lease, and Tenant's interest in the Leased Premises, and any extensions of the term hereof, shall be subordinate at the option of Landlord to any and all encumbrances or liens given by Landlord on the Leased Premises. Upon the request of the Landlord, the Tenant shall execute any and all documents necessary to effectuate the subordination of this Lease and Tenant's interest to any such encumbrance or lien. In the event of such request by Landlord, Tenant shall be entitled to receive from Landlord's lender an agreement that said lender shall not disturb this Lease or Tenant's rights herein so long as Tenant has fully complied with all of Tenant's obligations under the Lease at the time of the request.

8.03 Tenant agrees that from time to time, upon the request of Landlord, it will execute and deliver such statements or certificates (estoppel certificates) as may be required by any lender or prospective purchaser of Landlord regarding the status of Tenant's Lease and occupancy. Tenant further agrees that within ten (10) days after receipt from Landlord of a request for confirmation of Lease terms and status Tenant will execute and return same to Landlord, noting any corrections thereto, failing which the terms and status of this Lease and Tenant's occupancy thereunder shall be deemed as stated in such notice.

ARTICLE IX. DEFAULTS AND REMEDIES.

9.01 If Tenant shall allow the rental to be in arrears more than ten (10) days after the due date for any payment of rent, or shall remain in default under any other condition of this Lease for a period of twenty (20) days after written notice from Landlord (unless within such twenty (20) day period Tenant has in good faith commenced action to cure such default and is diligently pursuing such cure until completion), or should any person other than Tenant secure possession of the Leased Premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, or if Tenant shall desert or vacate any substantial portion of the Leased Premises, Landlord may, at its option, without notice to Tenant, terminate this Lease, or in the alternative, Landlord may reenter and take possession of the Leased Premises and remove all persons and property therefrom, and relet the Leased Premises or any part thereof, for all or any part of the remainder of said Lease term, to a party satisfactory to Landlord, and at such rental as Landlord may with reasonable diligence be able to secure. Under the circumstances set forth in this paragraph, Landlord is granted express permission by Tenant to enter and maintain possession of the Leased Premises, such that no trespass shall have occurred by Landlord on the Leased Premises. Should Landlord be unable to relet after reasonable efforts to do so, or should such rental be less than the rental Tenant was obligated to pay under this Lease, or any renewal thereof, plus the expense of reletting, the total amount of such deficiency shall become immediately due and owing, and Tenant shall pay the total amount of said deficiency to Landlord. After any default by Tenant, Tenant shall be liable to Landlord for Landlord's reasonable attorney's fees and costs of collection.

9.02 The termination of this Lease by reason of a default by the Tenant shall not affect the obligation to pay rental and all other obligations under this Lease. Such obligations shall continue until the Leased Premises have been relet to another Tenant on terms as favorable to the Landlord as this Lease. If by due diligence the Landlord is unable to relet the Leased Premises on terms comparable to the terms contained in this Lease, then the Tenant shall be liable for any deficiency or other damages that are the direct result of such default, including Landlord's reasonable attorney's fees and costs of collection. This paragraph shall be binding whether the termination is effected by judicial process or otherwise.

9.03 If Landlord defaults in the performance of any term, covenant, or condition required to be performed by it under this Lease, Tenant may elect either one of the following:

1. Twenty (20) days after written notice to Landlord, Tenant may remedy such default by any necessary action, and may pay expenses and employ attorneys; all reasonable sums expended or obligations incurred by Tenant in connection therewith (including but not limited to reasonable attorney fees) shall be reimbursed by Landlord to Tenant on demand, and on failure of such reimbursement, Tenant may, in addition to any of the other right or remedy

which Tenant may have, deduct the costs and expenses thereof from rental subsequently becoming due hereunder; or

2. Elect to terminate this Lease on giving at least twenty (20) days written notice to Landlord of such intention, thereby terminating this Lease on the date designated in such notice, unless Landlord shall have cured such default prior to expiration of the twenty (20) day period.

9.04 All rights and remedies of Landlord and Tenant under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

ARTICLE X. INSPECTION BY LANDLORD.

10.01 Upon not less than twenty-four (24) hours' prior written notice from Landlord, Tenant shall permit Landlord and its agents to enter into and upon the Leased Premises (in the company of Tenant's representative) at all reasonable times for the purpose of inspecting or making repairs or alterations. Commencing ninety (90) days prior to the expiration of the Term (or any Renewal Term), Landlord reserves the right to show the Leased Premises to prospective tenants or brokers and to prospective purchasers or mortgagees upon not less than twenty-four (24) hours' prior written notice to Tenant and in the company of Tenant's representative, at all reasonable times. Landlord also reserves the right to place and maintain Landlord's usual "For Rent" signs upon the Leased Premises for the last ninety (90) days of this Lease. Notwithstanding the foregoing, Landlord shall have the right to enter into and upon the Leased Premises within said 24-hour period in the event of any emergency or other circumstance or situation that requires that the Landlord have access to the Leased Premises, including, but not limited to, utility or mechanical work or pest control. In such event, Landlord shall notify Tenant of the need for said access, and Tenant shall permit Landlord to enter the Leased Premises, but only in the presence of Tenant's representative, for the purpose of addressing said emergency or other circumstance or situation requiring Landlord's attention. Tenant shall provide Landlord access to the Leased Premises within said 24 hour notice period, which Landlord shall be entitled to use (i) only in the event Landlord requires access to the Leased Premises within the 24-hour notice period required herein and in the further event Tenant is not available to provide access to the Landlord, or (ii) at any time in the event Landlord's information and technology ("IT") equipment is located in the Leased Premises, provided that access to the Leased Premises by Landlord in either of the foregoing events shall be only in the company of Tenant's representative. In the event Landlord gains access to the Leased Premises because of the location of Landlord's IT equipment, Landlord shall only access that part of the Leased Premises where the IT equipment is located.

ARTICLE XI. ASSIGNMENT AND SUBLEASE.

11.01 Tenant shall not assign this Lease nor sublet all or any portion of the Leased Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and exclusive discretion. No consent by the Landlord, nor the acceptance of assignee, subtenant or occupant as a tenant shall release the Tenant from the further performance by the Tenant of the covenants in this Lease or be construed to relieve the Tenant from obtaining the consent in writing of the Landlord to any further assignment or subletting. In any event, Tenant shall remain primarily liable on this Lease for the entire term hereof and shall in no way be released from the full and complete performance of all of the terms, conditions, covenants, and agreements herein contained. Notwithstanding the foregoing, Tenant shall have the right to assign or sublet the Lease only to another department or agency of the City of Fort Wayne.

11.02 Landlord is expressly given the right to assign any or all of its interest under the terms of this Lease, whether an assignment for the purposes of conveyance of the title to the Leased Premises or an assignment to collateralize and secure a loan made with regard to the Leased Premises.

ARTICLE XII. SIGNAGE.

12.01 Tenant shall erect no signs on or about the Leased Premises except in accordance with all applicable sign ordinances, zoning classifications and any rules and regulations of Landlord, and then only after first obtaining Landlord's written consent, which shall not be unreasonably withheld.

ARTICLE XIII. MISCELLANEOUS.

13.01 All notices provided to be given under this Lease shall be given by certified mail, addressed to the proper party, at the following addresses:

1. Landlord:
   St. Joseph Township
   ATTN: St. Joseph Township Trustee
   6033 Maplecrest Road
   Fort Wayne, Indiana 46835

2. Tenant:
   City of Fort Wayne
   ATTN: Carol Helton, City Attorney
   200 East Berry Street, Suite 430
   Fort Wayne, Indiana 46802

13.02 This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13.03 This Lease and its performance shall be governed by the laws of the State of Indiana. The parties agree that any court action relating to this Lease shall be instituted and

prosecuted only in a court of competent jurisdiction in the County in which the Leased Premises are located or a contiguous County thereof.

13.04 In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.05 This Lease constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

13.06 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

13.07 The rights and remedies provided by this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights that the parties may have by law, statute, ordinance, or otherwise.

13.08 No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

13.09 In the event either party breaches any of the terms of this Lease and the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees and court costs so incurred by such other party.

13.10 Time is of the essence of this Lease.

13.11 If Landlord shall convey title to the Leased Premises pursuant to a sale or exchange of real estate, the Landlord shall not be liable to Tenant or any immediate or remote assignee or successor of Tenant as to any act or omission from and after such conveyance, provided Tenant has consented to such sale or exchange of the real estate, which consent shall not be unreasonably withheld.

13.12 Either party may cause a memorandum of this Lease to be recorded in the Office of the Recorder of the county in which the Leased Premises are located, but this Lease shall not be recorded.

13.13 During the terms of this Lease, the Tenant shall comply with all applicable federal, state and local environmental statutes and regulations, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976; the Toxic Substance Control Act of 1976; Indiana's State Superfund Law, IND. CODE 13-25-4; ; any of the regulations thereunder; and any other federal statute, state statute, or municipal ordinance creating liability for treatment, storage, disposal, or the arranging therefore, or the existence on the Leased Premises, of any hazardous or toxic substance, including any constituent thereof, and shall indemnify and hold Landlord harmless from violations therefore, including reasonable attorney's fees. As used in this paragraph, the term "hazardous or toxic substance" means any hazardous, regulated, infectious or toxic substance, material or waste, including, but not limited to, petroleum products and by-products, asbestos, and those substances, materials and wastes defined or specified in 42 U.S.C. §9602, *et. seq.*, and any similar state statute or municipal ordinance relating to the environment or public health. The provisions of this Section 13.13 shall survive the expiration or termination of this Lease, the discharge of all other obligations owed by the parties to each other under this Lease, and any transfer of interest to the Leased Premises or the Lease.

13.14 Landlord shall indemnify, defend (by attorney selected by Tenant), protect and hold harmless Tenant from and against any and all claims, liabilities, fines, judgments, losses, and reasonable costs or expenses (including reasonable attorney's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by the presence in, on, under or about the Leased Premises, or any discharge in or from the Leased Premises, of any hazardous or toxic substance, except to the extent that any such presence, discharge or release is caused by Tenant's activities on the Leased Premises or Tenant's failure to comply with any hazardous or toxic substance statute. As used in this paragraph, the term "hazardous or toxic substance" means any hazardous, regulated, infectious or toxic substance, material or waste, including, but not limited to, petroleum products and by-products, asbestos, and those substances, materials and wastes defined or specified in 42 U.S. C. §9602, *et. seq.*, and any similar state statute or municipal ordinance relating to the environment or public health.

13.15 Landlord shall be excused from performing any obligation or undertaking provided in this Lease in the event and/or so long as the performance of any obligation is prevented or delayed, retarded or hindered by Act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure equipment, facilities, materials, or supplies in the open market, failure of power, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, requisition, laws, orders of government or civil or military authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of Landlord.

13.16 At the expiration of the Lease term, Tenant shall surrender the Leased Premises in as good condition as they were at the beginning of the term, reasonable wear and tear excepted. Notwithstanding any provision of law or any judicial decision to the contrary, no notice shall be required to terminate the term of this Lease as herein provided, and the

term of this Lease shall expire on the termination date herein mentioned without notice being required from either party.

13.17 This Lease shall not be construed to make Landlord a partner or joint venture of Tenant, the relationship between Landlord and Tenant with respect to the Lease being solely that of Landlord and Tenant.

13.18 From time to time, Tenant, within five (5) days after notice, shall execute and deliver to Landlord, in recordable form, a certificate stating this Lease is in full force and effect (as modified, if applicable, and stating the modification) and confirming any other information whatsoever reasonably requested by Landlord to establish the terms and status of the terms created by this Lease.

13.19 Tenant hereby represents and warrants to the best of Tenant's actual knowledge that Tenant is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving or any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (4) engaging in or conspiring to engage in any transaction that evades or avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Antiterrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act and such provisions thereof which may be replaced or superseded by the USA Freedom Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism " "Prohibited Person" is defined as (1) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti Terrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person"" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, http://www.treas.gov/ofac/t11sdn.pdf or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56). "USA Freedom Act" is defined as the Uniting and Strengthening America by Fulfilling Rights and Ending Eavesdropping, Dragnet-collection and Online Monitoring Act. (Public Law 114-23).

13.20 Landlord and Tenant hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based hereon, arising out of, under or in connection with this Lease or any documents contemplated to be executed in connection herewith or any course of conduct, course of dealings, statements (whether oral or

written) or actions of either party arising out of or related in any manner to the Premises (including, without limitation, any action to rescind or cancel this Lease or any claims or defenses asserting that this Lease was fraudulently induced or is otherwise void or voidable). This waiver is a material inducement for Landlord to enter into and accept this Lease.

13.21 Tenant may terminate this Lease, without cause, in Tenant's sole discretion, at any time following the second anniversary date of the term, upon forty-five (45) days' prior written notice to Landlord.

IN WITNESS WHEREOF, the undersigned Landlord and Tenant have executed this Lease as of the day and year first above written.

"LANDLORD"	"TENANT"
ST. JOSEPH TOWNSHIP	CITY OF FORT WAYNE
By: Sarah Gragy	By: Daniel A. Brenner
Printed Name: Sarah Gragy	Printed Name: Daniel A. Brenner
Title: Trustee of St. Joseph Twp.	Title: Property Manager

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, on this 27 day of DECEMBER 2018, personally appeared ST. JOSEPH TOWNSHIP by SARAH GNAGEY, its TRUSTEE, and acknowledged the execution of the above and foregoing.

WITNESS my hand and Notarial Seal.

Notary Public

KRISTA GENEVIEVE MAXWELL
Notary Public – Seal
Allen County – State of Indiana
Commission Number 705601
My Commission Expires Sep 24, 2025

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, on this 27th day of December, 2018, personally appeared the CITY OF FORT WAYNE by Daniel A. Brenner, its Property Manager, and acknowledged the execution of the above and foregoing.

WITNESS my hand and Notarial Seal.

Notary Public

MONA K CLAPPER
Notary Public – Seal
Allen County – State of Indiana
Commission Number 705581
My Commission Expires Sep 24, 2025

This instrument prepared by: Peter G. Mallers, Esq. (#9001-02), Beers Mallers Backs & Salin, LLP, 110 West Berry Street, Suite 1100, Fort Wayne, Indiana 46802

34L3088/Dec. 20, 2018

EXHIBIT "A"

DEPICTION OF LEASED PREMISES

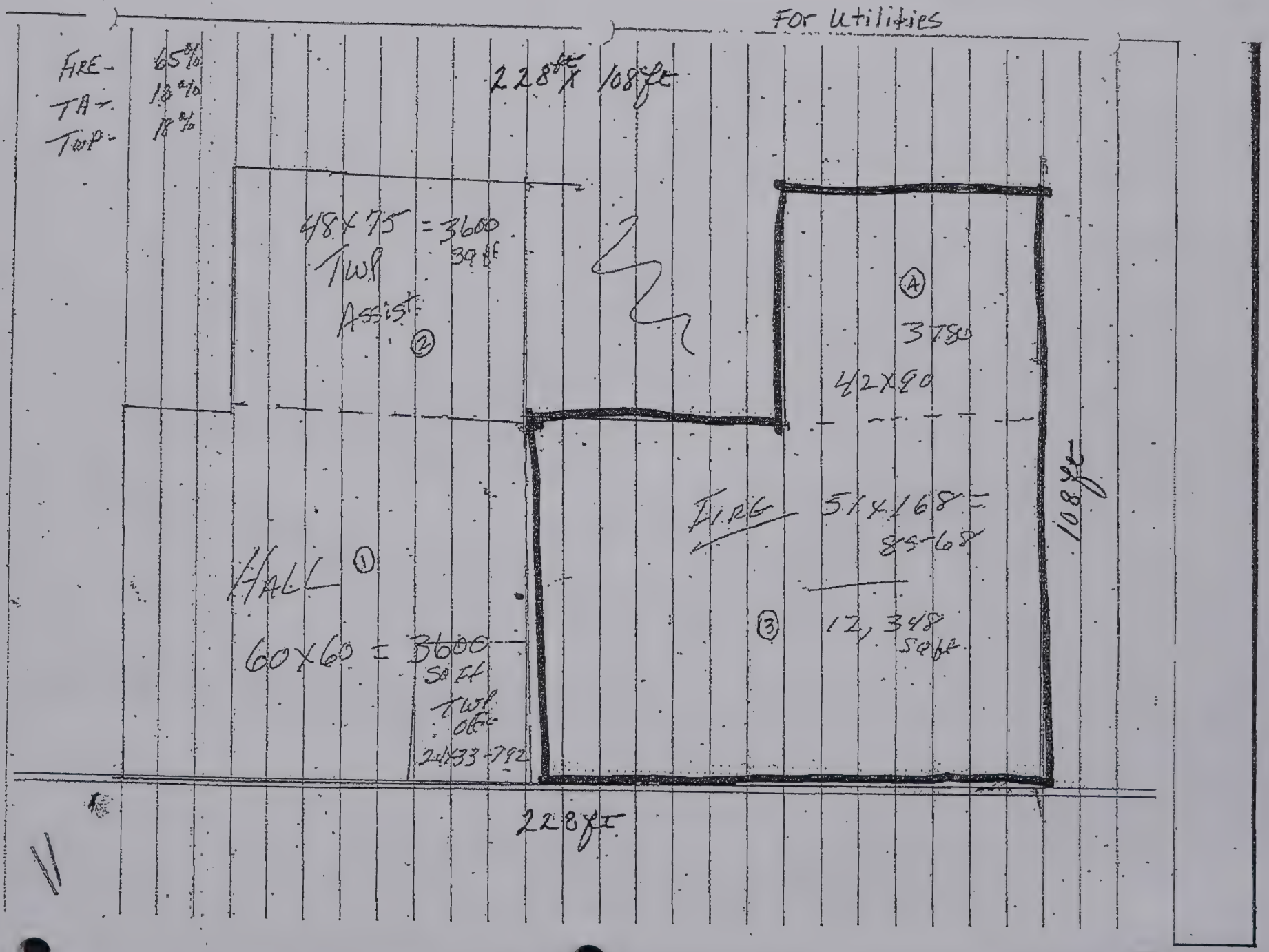
For utilities
FIRE- 65%
TA- 18%
Twp- 18%
228 ft X 108 ft
48 X 75 = 3600
39 ft
Twp
Assist
2
A
3780
42 X 90
108 ft
FIRE 51 X 168 =
85-68
3
12, 348
Sq ft
HALL
1
60 X 60 = 3600
Sq ft
Twp
office
24-33-782
228 ft

EXHIBIT "B"

TENANT'S CERTIFICATE OF LIABILITY INSURANCE

CITY OF FORT WAYNE, INDIANA
CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE (12/27/2018)

THOMAS HENRY, MAYOR

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER

City of Fort Wayne
Risk Management Department
200 E. Berry Street, Suite 470
Fort Wayne, IN 46802
(260)-427-1197

INSURED

City of Fort Wayne
200 E. Berry Street, Suite 470
Fort Wayne, IN 46802
(260)-427-1197

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A

COMPANY LETTER B

COMPANY LETTER C

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMIT SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS		
	GENERAL LIABILITY				GENERAL AGGREGATE	$	
X	COMMERCIAL GENERAL LIABILITY	SELF INSURED	7/14/89		PRODUCTS-COMP/OP AGG.	$	
	CLAIMS MADE OCCUR.	100%			PERSONAL & ADV. INJURY	$	SEE
	OWNER'S & CONTRACTOR'S PROT.	NON REVERTING			EACH OCCURRENCE	$	BELOW
		FUND			FIRE DAMAGE (ANY ONE FIRE)	$	
					MED. EXPENSE (ANY ONE PERSON)	$	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$	
	ANY AUTO	SELF INSURED	7/14/89				
X	ALL OWNED AUTOS	100%			BODILY INJURY (PER PERSON)	$	SEE
	SCHEDULED AUTOS	NON REVERTING			BODILY INJURY (PER ACCIDENT)	$	BELOW
	HIRED AUTOS	FUND					
X	NON-OWNED AUTOS						
X	GARAGE LIABILITY				PROPERTY DAMAGE	$	
	EXCESS LIABILITY				EACH OCCURANCE	$	
	UMBRELLA FORM				AGGREGATE	$	
	OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION				STATUTORY LIMITS		
	AND	SELF INSURED	7/14/91		EACH ACCIDENT	$	
	EMPLOYERS' LIABILITY				DISEASE – POLICY LIMIT	$	
					DISEASE – EACH EMPLOYEE	$	

OTHER

Lease agreement between St. Joe Township and the City of Fort Wayne, dated 12/27/2018.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Comprehensive General Liability, Comprehensive Automobile Liability Limits: $700,000 BI; $5,000,000 per occurrence, as per Indiana Tort Claim Liability Act.

CERTIFICATE HOLDER

St. Joe Township, Allen County, Indiana

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Heather VanLingen

EXHIBIT "C"

TENANT'S LEASEHOLD IMPROVEMENTS

Tenant shall install a security system selected by Tenant within the Leased Premises at Tenant's cost. Tenant shall also install at Tenant's cost signage on and about the Leased Premises which provides notice of Tenant's occupancy and control of the Leased Premises.

RESOLUTION OF THE FORT WAYNE BOARD OF PUBLIC WORKS APPROVING MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR PARTICIPATION IN THE ASSOCIATION OF INDIANA COUNTIES TAX REFUND EXCHANGE AND COMPLIANCE SYSTEM PROGRAM

Resolution # 107-1-21-20-2

WHEREAS, pursuant to I.C. 6-8.1-9.5, certain governmental agencies are authorized to participate in a Tax Refund Exchange and Compliance System Program ("TRECS"), which allows them to contract with an authorized clearinghouse to offset against Indiana State Income Tax returns to satisfy debts owed to the agency; and

WHEREAS, the Association of Indiana Counties, Inc. ("AIC") has been authorized by the Indiana Department of Revenue to act as a clearinghouse to compile and consolidate debts owed to certain governmental agencies, to act as an intermediary on behalf of the governmental agencies, and to submit an application for setoff of tax refunds on behalf of the governmental agencies under the TRECS program; and

WHEREAS, AIC has developed a Memorandum of Understanding and Agreement for Participation in the Association of Indiana Counties Tax Refund Exchange and Compliance System (the "Memorandum of Understanding") for agencies that are interested in participating in the TRECS program, a copy of which is attached hereto; and

WHEREAS, Fort Wayne City Utilities (the "Utility") believes it is in its best interest to participate in the TRECS program and desires to enter into the Memorandum of Understanding with AIC.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. That participation in the TRECS program is in the best interest of the Utility.

2. That the Memorandum of Understanding attached hereto is approved.

3. That the Deputy Director of Policy and Planning or his designee is authorized to execute any and all forms or other documents associated with the Memorandum of Understanding and participation in the TRECS program including the AIC Debt Setoff Registration/Participation Form and the Letter Agreement.

Approved this 21st day of January, 2020

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Dated 06/20/2019

MEMORANDUM OF UNDERSTANDING AND AGREEMENT ASSOCIATION OF INDIANA COUNTIES TAX REFUND EXCHANGE AND COMPLIANCE SYSTEM

This **MEMORANDUM OF UNDERSTANDING AND AGREEMENT** ("Agreement") is entered into this 21 day of January, year 2020 by and between the Governing Body of the Unit of Local Government of the City of Fort Wayne, Indiana dba Fort Wayne City Utilities ("Claimant Agency") and the Association of Indiana Counties, Inc., acting as the Indiana Local Government Debt Setoff Clearinghouse ("Clearinghouse").

RECITALS

WHEREAS, the Indiana Code IC 6-8.1-9.5, (the "Code"), authorizes the Indiana Department of Revenue ("Department") and claimant agencies (as defined in the Code) to cooperate in identifying debtors (as defined in the Code) and obtaining the setoff of tax refunds to satisfy, in whole or in part, a debt (as defined in the Code) owed to a Claimant Agency; and

WHEREAS, the Code establishes a procedure by which an Indiana nonprofit that represents units of local government exclusively in Indiana may establish a clearinghouse to: (i) compile and consolidate debts owed to claimant agencies in a format that is consistent with the Department's requirements for the setoff of tax refunds under the Code; (ii) act as an intermediary on behalf of a Claimant Agency with respect to the Department for purposes of the Code; and (iii) submit an application for the setoff of tax refunds with the Department on behalf of a Claimant Agency under the Code; and

WHEREAS, the Code provides that the Department may enter into a contract with the Clearinghouse to establish the debt setoff program under the Code (the "Program"); and

WHEREAS, pursuant to the Code, the Clearinghouse has registered with Department to submit delinquent debts on behalf of a local agency and has thereby become authorized to submit delinquent debts on behalf of claimant agencies under the Code; and

WHEREAS, Claimant Agency is a local unit of government authorized to submit a debt owed to it to the Clearinghouse pursuant to the Code; and

WHEREAS, Claimant Agency desires to enter into this Agreement with Clearinghouse in order to participate in the Program in order to increase the collection rate of debts owed to Claimant Agency; and

WHEREAS, Clearinghouse has agreed to submit debts on behalf of Claimant Agency pursuant to the Program:

NOW THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions contained herein, Claimant Agency and Clearinghouse mutually agree as follows:

I. TERM/TERMINATION. The Code authorizes Department and Clearinghouse to implement the Program effective as of January 1, 2018. This Agreement shall be become a legally binding agreement between Claimant Agency and Clearinghouse. This Agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable. Clearinghouse will erase all claimant data files from its debt setoff system upon termination.

II. REPRESENTATIONS AND OBLIGATIONS OF CLAIMANT AGENCY

A. Claimant Agency hereby designates, appoints, and authorizes Clearinghouse to process delinquent debts to be submitted to Department. For purposes of the Program, "Delinquent Debt" means:

(i) a single account or monetary obligation which is at least twenty-five dollars ($25.00) owed by a debtor to a Claimant Agency; or,

(ii) any group of accounts or monetary obligations, that, when combined, total at least twenty-five dollars ($25.00), owed by the same debtor to a Claimant Agency.

Each account or monetary obligation may have accrued through contract, subrogation, tort, operation of law, or any other legal theory regardless of whether there is an outstanding judgment for the sum. To become a delinquent debt, Claimant Agency must have provided the debtor with all required notices, the time limits for protesting and any related hearings must have passed pursuant to IC 6-8.1-9.5-3.7.

B. Claimant Agency shall comply with any and all applicable provisions of Indiana Code prior to the submission of a debt to Clearinghouse for setoff.

C. Claimant Agency shall, upon execution of this Agreement, file a participation form with Clearinghouse designating a debt setoff coordinator and a debt setoff contact. Such participation form shall be updated on an annual basis and at any time there is a change in the information provided thereon. Clearinghouse shall administratively provide participation forms, as needed, for use by Claimant Agency. The debt setoff coordinator shall be the designated local government employee authorized to receive notices and communication from Clearinghouse to insure that the requirements of this Agreement and the requirements of the Code are met. The debt setoff coordinator shall supply Clearinghouse with any and all information that in the opinion of Clearinghouse is necessary for the proper implementation of this Agreement. The debt setoff contact will receive all referrals from debtors.

D. Claimant Agency shall use a file format specified by Clearinghouse to prepare debt files and adjustments to debt files that Claimant Agency certifies to Clearinghouse are owed to Claimant Agency and that Claimant Agency desires to have Clearinghouse submit to Department. The Clearinghouse shall timely notify the Claimant Agency of any changes to the file format and the Claimant Agency covenants and agrees that it shall immediately implement any changes required by Clearinghouse. Clearinghouse will establish capability of date and time stamping submitted debt files for priority setting.

E. Claimant Agency shall transmit a debt file to Clearinghouse in a method and format acceptable to the Clearinghouse. The Claimant Agency shall make every effort to submit a file to Clearinghouse the week of January 4.

F. Claimant Agency shall, after a debt file has been submitted to Clearinghouse, advise Clearinghouse of any debtor repayment or protests and instructions to delete or reduce a delinquent debt by submitting a new debt file. If Claimant Agency accepts full or partial payment against a debt file that has been submitted to Clearinghouse and sufficient notice is not provided to Clearinghouse to make a timely change to debt file reflecting the payment, Claimant Agency is responsible to refund any resulting fee that may be due to debtor. If Claimant Agency erroneously submits a debt file to the Clearinghouse the claimant agency is

responsible for any fees charged the debtor by the Clearinghouse or Department of Revenue.

III. REPRESENTATIONS AND OBLIGATIONS OF CLEARINGHOUSE

A. Clearinghouse shall, upon receipt of Claimant Agency's debt file, compile the information and submit the data to the Department.

B. Clearinghouse shall make access to Internet-based functionality available to Claimant Agency through which Claimant Agency shall submit debt files.

C. Clearinghouse shall direct that funds received from Department will be remitted to Claimant Agency within a reasonable time from the date of receipt from Department. Thereafter, Clearinghouse will provide the Claimant Agency an accounting of funds collected which will include the name of the debtor and the amount of the debt setoff by debt unique identification number.

D. Clearinghouse will provide a toll free telephone number for use by Claimant Agency to receive technical support and provide information on the use of the Clearinghouse internet-based functionality and the processing of debts for submission to Department. Technical support and information shall be available from 8:00 a.m. until 5:00 p.m. (EST), Monday through Friday, excluding holidays. Voicemail and e-mail access shall also be provided as a part of the support/information response system.

IV. UNDERSTANDING OF PARTIES

A. To recover the costs incurred by Department in collecting debts, the Code authorizes Department to charge the debtor a fee on any funds Department collects for a Claimant Agency. This fee will be added to the amount due when the collection is made and Department will retain the fee once collected. To recover the costs incurred by Claimant Agency in submitting debts for collection, a local collection assistance fee of twenty dollars ($20.00) is imposed by Clearinghouse on each delinquent debt submitted to Department and collected through setoff. Department must collect this fee as part of the debt and remit it to Clearinghouse. If Claimant Agency is due a refund of more than twenty-five dollars ($25.00), Department will establish the tax refund setoff in the amount of the delinquent debt plus its Department fee and the local collection assistance fee. If Department is able to collect only part of a debt through setoff, its fee has priority over the local collection assistance fee and over the remainder of the delinquent debt. The local collection assistance fee has priority over the remainder of the delinquent debt.

B. The Code establishes that the priority in multiple claims to refunds must be in the order in time that the Clearinghouse submits a claim for collection on behalf of the Claimant Agency. When multiple claims among local claimant agencies are submitted for setoff to Clearinghouse, the claims have priority based on the date and time each claimant agency requested Clearinghouse to submit debts on its behalf. The date and time of submission of the debt file shall constitute the date and time to establish the priority. Clearinghouse shall use submission receipt date and time of original file for priority date and time of specific debt. Additions to a delinquent debt through accrued interest and/or penalties will not change the priority date. Any new delinquent debt for same local Claimant Agency will have a new submission date and time, including new debts for a previously submitted debtor.

C. Existing submitted delinquent debts may be adjusted upwards for interest and fees, and will retain their original priority order. A later new delinquent debt, even if from the same debtor shall be date stamped by Clearinghouse with the later submission date.

D. In the event of partial payment of a delinquent debt, Claimant Agency may continue to submit the balance of the debt, if twenty-five dollars ($25.00) or more, as a part of subsequent data files. If the delinquent debt is reduced to an amount of less than twenty-five dollars ($25.00), it may be combined with a future delinquent debt submission for the same debtor, and will be treated as a part of the new delinquent debt for purposes of priority and imposition of the local collection assistance fee. Claimant Agency acknowledges that Claimant Agency is responsible for the notice and hearing requirements of the Code pursuant to IC 6-8.1-9.5-3.7 and, if applicable, IC 6-8.1-9.5-7(b). Clearinghouse shall not accept a debt file that is not prepared as specified by Clearinghouse, that has not been certified by Clearinghouse as having complied with the notice and hearing procedures as set forth in the Code pursuant to IC 6-8.1-9.5-3.7. Clearinghouse agrees to submit delinquent debts to Department; provided, however Claimant Agency is solely responsible for complying with the Code, specifically including the notice and hearing provisions and other requirements of the Code.

E. Intercepted funds will be disbursed by Department to Claimant Agency at the direction of Clearinghouse. Claimant Agency shall establish and maintain any necessary accounts to receive intercepted funds as directed by Clearinghouse. Clearinghouse shall timely direct Claimant Agency to establish and maintain such necessary accounts.

V. COMPENSATION

A. Clearinghouse shall receive as compensation for its services the twenty dollars ($20.00) local collection assistance fee collected by Department on each delinquent debt that is submitted by Clearinghouse and collected through a successful interception. "Successful Interception" occurs when Department matches all or a portion of a debt submitted by Clearinghouse against a State tax refund for interception and payment towards a delinquent debt owed to Claimant Agency.

B. Claimant Agency authorizes Department to retain and remit the local collection assistance fee to Clearinghouse for each successful debt interception submitted by Claimant Agency. Claimant Agency agrees that Clearinghouse shall retain the local collection assistance fee collected by it in the event Claimant Agency is required, by statute or otherwise, to return to a debtor funds that have been setoff by Department.

VI. **INDEMNIFICATION; REIMBURSEMENT; DISCLAIMER**. Claimant Agency fully understands and warrants to Clearinghouse that by submission of any delinquent debt submitted to Clearinghouse for setoff Claimant Agency has complied with all of the provisions of this Agreement and all of the provisions of the Code that are required prior to submission of a debt for setoff. Claimant Agency shall hold Clearinghouse free and harmless and shall indemnify Clearinghouse against any and all damages, claims, of action, injuries, actions, liability, or proceedings arising from the failure of Claimant Agency to so perform. Claimant Agency shall be responsible for the repayment of any sums received by it, including interest, penalties and court costs, to a debtor in the event a court of competent jurisdiction rules that said repayment is due to a debtor or debtors. Except as expressly stated in this Agreement, Clearinghouse disclaims any representations and warranties that might otherwise be implied in connection with this Agreement and Clearinghouse's services, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, date accuracy, system integration, and non-infringement.

VII. **NOTICE**. Any notice required to be given under this Agreement shall be sent by certified or registered mail postage prepaid to:

Association of Indiana Counties (Clearinghouse);

Chief Customer Officer
City Utilities, Customer Support (debt setoff coordinator)
City of Fort Wayne dba
Fort Wayne City Utilities (Claimant Agency)
200 E. Berry St., Ste. 140
Fort Wayne, IN 46802 (Claimant Agency address);

VIII. **ASSIGNMENT; SUBCONTRACTING**. This Agreement is not assignable by either party. To facilitate efficient administration of the Program, Clearinghouse may utilize the services of contractors in connection with Clearinghouse's obligations under this Agreement, provided that Clearinghouse shall remain responsible for any such contractor's acts and omissions in connection with this Agreement as if such acts and omissions were conducted by Clearinghouse's own personnel. Any contractor personnel authorized to request or receive information relating the Clearinghouse's exchange of date with Department or Claimant Agency for purposes of administering the Program shall be designated, in writing, to Claimant Agency as contemplated herein.

IX. **CONFIDENTIAL INFORMATION; OWNERSHIP RIGHTS**.

A. In the course of performance of this Agreement, the parties may find it necessary to disclose to the other party certain confidential information ("Confidential Information"). Confidential Information includes, but is not limited to, information relating to the parties' employees, trade secrets, customers, vendors, finances, operations, products, and other business information. Except as otherwise provided by law, the following terms apply to Confidential Information: (i) the receiving party shall treat as confidential and use the same degree of care as it employs in the protection of its own similar confidential information, but in no event less than a reasonable degree of care; and, (ii) the receiving party will only use the information in connection with its business dealings with the disclosing party, and shall disclose information only to employees or contractors having a need to know and who agree to be bound by the terms of this Section, unless otherwise authorized in writing by the disclosing party. Information shall not be subject to these terms if: (i) it is in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; (ii) it is known to the receiving party prior to the disclosure, or it is independently developed by the receiving party; or (iii) it is obtained by receiving party in good faith from a third party not under obligation of secrecy to the disclosing party. Receiving party will be permitted to disclose that portion of Confidential Information which is the subject of a court or government agency order to disclose, provided the receiving party gives prompt notice to the disclosing party to allow the disclosing party to contest such order. The obligations set forth in this Section survive termination, rescission, non-renewal or expiration of this Agreement

B. All information, including but not limited to printed, written, oral or computer-formatted information, which Clearinghouse may gain access to during the course of the performance of this Agreement shall be the property of Claimant Agency, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. Clearinghouse shall maintain confidentiality of such information not only during the course of the performance of this Agreement, but following its termination.

C. Claimant Agency acknowledges that, as between the parties, Clearinghouse owns and retains title to all intellectual property rights embodied in, or practiced by, Clearinghouse in connection with the

Program and the proprietary methods utilized by Clearinghouse in performance of its services under this Agreement, and no licenses of such intellectual property rights to Claimant Agency are granted or implied by this Agreement.

X. MISCELLANEOUS

A. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

B. The laws of the State of Indiana shall govern the terms and conditions of this Agreement.

C. Claimant Agency shall enter into no other contract for similar tax return intercept services with any other entity so long as this Agreement remains in effect.

D. This Agreement is subject to appropriation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written, all by authority of their respective governing bodies.

CLAIMANT AGENCY

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: 1.21.2020
Michelle Fulk-Vondran, Clerk

CLEARINGHOUSE

ASSOCIATION OF INDIANA COUNTIES

_____

David Bottorff, Executive Director

ATTEST:

_____

Ryan Hoff, General Counsel

Letter of Agreement

This Letter of Agreement is between the TRECS Participating Agency _____ (hereafter referred to as the "Agency") and the TRECS Clearinghouse (hereafter referred to as the "Clearinghouse").

The Agency agrees to utilize the TRECS Clearinghouse Letter Service for one tax-cycle year from January 1, 2020 to November 1, 2020. The Agency understands that the Clearinghouse will mail notices to Debtor Offset Candidates as specified under IC 6-8.1-9.5 on the Agency's behalf.

The Clearinghouse agrees to abide by all Indiana Codes regarding the notification letter set forth under IC 6-8.1-9.5. The Clearinghouse agrees to make available a copy of the letters mailed to the Agency through their secure online portal.

The Agency reaffirms that they will abide by all requirements as set forth in the Memorandum of Understanding between the Agency and the Association of Indiana Counties to participate in the TRECS Clearinghouse. This includes maintaining up-to-date records with the Clearinghouse and maintaining responsibility for all debtor contestations that may arise from the Clearinghouse Letter Service.

The Agency agrees to pay the Clearinghouse $2.00 per letter. The Clearinghouse agrees to invoice the Agency monthly for the previous month's letters. The Agency agrees to pay the invoice within 30 days of receiving the invoice.

Through TRECS we receive filing addresses from the Indiana Department of Revenue. Would your agency want us to send debtor notices to:

- ☐ Agency's Input Address
- ☐ Department of Revenue Filing Address
- ☐ Both Agency's Input Address and the Department of Revenue Filing Address

_____ Signature of Authorized Agency Representative

_____ Printed Signature

_____ Name of Agency

_____ Date

_____ Signature of Authorized Clearinghouse Representative

_____ Printed Signature

_____ Date

IMPROVEMENT RESOLUTION NO. 0415A

Hobson Road Rehabilitation from Coliseum Blvd to Stellhorn Rd
WORK ORDER NO. 0415A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The project consists of the maintenance of traffic, storm-sewer modifications, concrete removal, concrete rehabilitation & replacement, new curbing & approaches, erosion control, green infrastructure, signal improvements, pavement markings, signage, landscaping and tree planting, and other miscellaneous improvements.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 28 day of January, 2020

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

Mike Avila, Member

ATTEST: Michelle Fulk-Vondran, Clerk

BREMER ROAD WATER MAIN REPLACEMENT
RESOLUTION NO. 66958

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the Installation of 1,052 lf of 8-inch HDPE pipe by horizontal directional drilling including 13 service connections, and all associated hydrants, valves and appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Bremer Road Water Main Replacement.**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility (Revenue).

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $180,000.00.

APPROVED THIS 28 DAY OF January 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

St. Joe Interceptor Rehabilitation – E. State Blvd. to Tennessee Ave.
WO#76266

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

CIPP lining of approximately 2,800 linear feet of 84" sewer, 4 new sanitary structures, manhole rehab, and associated bypass pumping.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **St. Joe Interceptor Rehabilitation – E. State Blvd. to Tennessee Ave.**

Declares the cost of the said improvements shall be paid by the funds from the State Revolving Fund.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost is **$5,076,000.00**.

APPROVED THIS 28 **DAY OF** January **, 2020.**

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

RESOLUTION BY THE BOARD OF PUBLIC WORKS FOR THE CITY OF FORT WAYNE, INDIANA RECOMMENDING ADJUSTMENTS TO THE RATES AND CHARGES FOR THE FORT WAYNE WATER POLLUTION CONTROL UTILITY AND ADDITIONAL CHANGES TO THE FORT WAYNE CODE OF ORDINANCES

Resolution #107-1-28-20-1

WHEREAS, pursuant to Indiana Code 36-9-23-25, the Common Council of the City of Fort Wayne Indiana has enacted a User Charge System and a Sewer Use Ordinance as contained in Chapter 51 of the Fort Wayne Code of Ordinances; and

WHEREAS, Indiana Code 8-1.5-3-8 states that rates and charges of municipally owned utilities are unlawful if they are too low to produce income sufficient to maintain the utility property in a sound physical and financial condition to render adequate and efficient services; and

WHEREAS, the City of Fort Wayne is subject to a Consent Decree, effective April 1, 2008, wherein the City must construct certain facilities at certain times within 18 years from the effective date to achieve certain specified levels of control over combined sewer overflows. Further, the City must avoid sanitary sewer overflows and must report timely on progress and events or pay per diem fines and penalties for failure to meet deadlines, milestones or for failure to provide sufficient maintenance; and

WHEREAS, the Water Pollution Control Utility has continued to develop and implement plans for investments in high value combined sewer system projects, projects to build capacity in the sanitary sewer interceptors for future economic growth and development, a continuation of pipeline rehabilitation work, and preventative maintenance programs for maintenance sufficiency; and

WHEREAS, Water Pollution Control Plant, sewer capacity and water quality capital projects have been incorporated into a long-term plan for sewer improvements -- the next five (5) years (2020 – 2024) of which are included in the sewage works Capital Improvement Program (CIP); and

WHEREAS, upon review of the sewage works Capital Improvement Program, the Board of Public Works of the City of Fort Wayne, in accordance with I.C. 36-9-23-25 now finds that

existing rates and charges for the use of and services rendered by the Water Pollution Control Utility do not provide sufficient revenue to:

(a) Pay all expenses incidental to the operation of the sewage works as defined in 36-9-1-8, including legal expenses, maintenance costs, operating charges, repairs, lease rentals, and interest charges on bonds or other obligations;

(b) Provide the sinking fund required by Indiana Code 36-9-23-21 for proposed debt; and

(c) Provide adequate money for improving and replacing the sewage works, specifically those projects that are required by the Consent Decree; and

WHEREAS, a series of adjustments in treatment, conveyance and other rates and fees rates shown herein, are needed to fund the sewer CIP projects for the next five (5) years (2020 – 2024) and meet the requirements of Indiana Code 36-9-23-25; and

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana finds that it is in the best interest of the Fort Wayne Water Pollution Control Utility, in order to provide income sufficient to maintain the utility property in a sound physical and financial condition, to be able to render adequate and efficient service to its users while implementing the recommendations of the Utility Advisory Group, the requirements of the Consent Decree, and the Utility's approved five-year CIP, to revise sewage rates charged to all sewage works users as shown herein for the years listed, and recommends that such changes be adopted by Common Council by way of amendment to Chapter 51 of the Fort Wayne Code of Ordinances to take effect as follows: the initial adjustment for the year 2020 shall take effect no earlier than (30) days after adoption of an Ordinance by Council and any necessary approval by the Mayor; subsequent adjustments shall take effect on January 1 of each successive year through 2024; and

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana recommends approval of additional amendments to Chapter 51 of the Fort Wayne Code of Ordinances to ensure the safe, economical, and efficient use and operation of the Water Pollution Control Utility.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS FOR THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That the Board of Public Works for the City of Fort Wayne, Indiana recommends that certain sections or subsections of Chapter 51 of the Fort Wayne Code of Ordinances be amended as follows, with all other sections to remain unchanged:

51.001 DEFINITIONS

(To be deleted and replaced as follows)

AREA CONNECTION FEE. An additional one-time fee charged per ERU at the time of or prior to connection to the sewer utility for any classification of users discharging sewage to the water pollution control utility from a geographic area designated responsible to contribute to the payment of costs associated with installation, adjustment or other improvement to the water pollution control utility intended to serve the area connection fee area.

(To be deleted and replaced as follows)

CAPITAL IMPROVEMENT SURCHARGE. The additional monthly charges for sewage service collected from retail sanitary sewer users discharging sewage to the water pollution control utility form a capital improvement surcharge area designated to be responsible to contribute to the payment of costs associated with installation, adjustment, or other improvements to the water pollution control utility intended to serve the capital improvement surcharge area. Capital improvement surcharges are applied per ERU.

(To be deleted and replaced as follows)

EQUIVALENT RESIDENTIAL UNIT (ERU). A unit of measurement representing the daily sewage flow rate of a single-family dwelling as established in Indiana Administrative Code 327 IAC 3-6-11. Flow rates for customers or uses other than single-family dwellings shall be determined in terms of ERUs by using standards adopted by the Board of Public Works.

51.015 REQUIREMENTS FOR CONNECTION TO PUBLIC SEWERS (delete existing and replace)

City Utilities shall have the authority to require an owner of real property to disconnect any geothermal system or downspout, yard drain, sump pump, or other drain which carries the

runoff of natural precipitation from a building sewer which drains into a sanitary sewer, or in areas served by combined sewers where City Utilities reasonably determines, in its sole discretion, that disconnection is appropriate or necessary. Property owners shall have thirty (30) days after notice thereof to comply with any such requirement. A property owner that fails to disconnect a geothermal system, downspout, yard drain, sump pump, or other drain as required under this Section shall be subject to an additional fee per month for as long as the connection remains, as set forth in Section 51.074.

51.066 WATER OBTAINED FROM SOURCES OTHER THAN CITY'S WATER UTILITY (delete existing and replace)

(A) Where the property obtains any part or all of the water used from sources other than the city's water utility, the owner or the tenant may be required by the city to install and maintain at the user's own expense a meter or meters acceptable to the city for the quantity of water obtained from these other sources. Once installed, no such meter may be bypassed for any reason.

(B) *Residential meter on well.* The following provisions apply only to single family residential dwellings:

(1) If a single family residential dwelling obtains all or part of its water from a well, the owner of the property on which the dwelling is located may request the city to install a meter on the well for purposes of calculating the monthly sewage fees. The city may approve installation of a meter on the well if the following conditions are met:

(a) The property can be served by a 5/8" x ¾" or ¾" water meter;

(b) The property is served by a single lateral; and

(c) The owner of the property pays the cost of installation of the meter and radio as follows:

Meter Size	Radio and Meter
5/8" x 3/4"	$221.45
3/4"	$257.75

(2) Upon installation of a water meter on the well, the fees for sewage service shall be based on the volume of water passing through the water meter as set forth

in Section 51.065. The customer shall be responsible for all consumption and service charges set forth in Section 51.069, as well as any applicable capital surcharges as set forth in Section 51.075.

51.067 EXEMPT WATER – GENERAL (delete existing and replace)

(A) Where a significant portion of the metered water used in commercial, manufacturing, or industrial processes does not and cannot enter the sewerage system, either directly or indirectly, the person having charge of the property may request permission from the utility to install, at the user's expense, a meter or meters to determine the quantity of water that cannot enter the sewerage system or an approved sewage measuring device or devices to determine the volume of sewage that actually enters the sewerage system. If the utility approves the request, the following provisions shall apply:

(1) The customer shall purchase the meter(s) directly from the utility or seek the utility's pre-approval to use alternative meter(s). The customer shall use the utility's radio which must be installed by the utility. Below are the costs for the utility's meters and radios. The costs include delivery of meter and installation of radio only.

Meter Size	Radio	Meter	Radio and Meter
5/8" x 3/4"	$198.01	$280.03	$361.53
3/4"	$198.01	$314.68	$396.18
1"	$198.01	$344.85	$426.35
1 1/2"	$198.01	$650.23	$731.73
2"	$198.01	$842.56	$924.06
3"	$198.01	$1,784.23	$1,865.73
4"	$198.01	$1,774.23	$1,855.73
6"	$198.01	$3,632.23	$3,713.73
8"	$198.01	$4,254.23	$4,335.73
10"	$198.01	$7,423.23	$7,504.73

(2) The meter shall be installed by the customer or its agent in accordance with the utility's installation specifications, and plans for installation (including location of where the meter(s) will be installed) shall be submitted to the utility and approved prior to installation.

(3) Once a meter and radio reading device has been installed, the utility will assume responsibility for general maintenance and upgrades. Provided, however, if a meter or radio is damaged and the utility determines the damage was caused by the

customer, the customer shall be responsible for the cost of a replacement meter and/or radio.

(4) The customer shall pay a monthly fee per meter/radio, as follows:

Meter Size	Monthly Meter Fee
5/8" x 3/4"	$7.28
3/4"	$7.57
1"	$7.82
1 1/2"	$10.36
2"	$11.96
3"	$19.81
4"	$19.73
6"	$35.21
8"	$40.39
10"	$66.80

The monthly fee amount may be adjusted by the utility on an annual basis to reflect increases in the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, 1982-84=100 (CPI-U).

(B) In the absence of verifiable data from an approved meter confirming the amount of water that passed through the water meter but did not enter the sewer system, all water passing through the master water meter will be presumed to have entered the sewer system for billing purposes. A customer that engages in water submetering shall not be entitled to have sewage billings based on the sum of water passing through all of the separate water meters.

51.069 METERED RETAIL USER CHARGES (delete existing and replace)

(A) Metered retail users include residential, industrial, commercial, institutional and governmental users.

(B) Hereinafter, the terms "inside city" or "outside city" shall be read to distinguish the users located within or outside the corporate boundaries of the City of Fort Wayne. Users designated as outside city who are within an annexation area shall, upon the effective date of annexation, be designated as inside the city and inside city rates and charges shall apply.

(C) Outside city charges for metered consumption, service charges, and for flat user charges (Section 51.070) are 25% more than the charges for inside city users.

(D) *Inside city consumption and service charges.*

(1) *Consumption charge.* Monthly charges for services rendered to users within the corporate boundaries of the City of Fort Wayne shall be based on metered water consumption, unless otherwise measured, in accordance with the following charges for this classification of service:

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Total Treatment, Collection and Conveyance	Per ccf per month	$ 5.6293	$ 5.8324	$ 5.9902	$ 6.3050	$ 6.6446

(2) *Service charge.* In addition to the consumption charge, users inside the city shall be billed a monthly service charge based on water meter size:

Meter size	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
5/8" – ¾"	Per meter per month	$ 16.55	$ 17.89	$19.77	$20.67	$21.71
1"	Per meter per month	$33.11	$36.37	$40.71	$42.65	$45.05
1 ½"	Per meter per month	$69.54	$77.03	$86.78	$90.99	$96.40
2"	Per meter per month	$115.91	$128.77	$145.41	$152.52	$161.75
3"	Per meter per month	$259.43	$288.93	$326.89	$342.97	$364.03
4"	Per meter per month	$447.11	$498.37	$564.21	$592.02	$628.55
6"	Per meter per month	$1,010.15	$1,126.69	$1,276.17	$1,339.17	$1,422.11
8"	Per meter per month	$1,795.09	$2,002.64	$2,268.73	$2,380.79	$2,528.43
10"	Per meter per month	$2,800.84	$3,124.99	$3,540.48	$3,715.40	$3,945.94
12"	Per meter per month	$4,030.69	$4,497.44	$5,095.63	$5,347.41	$5,679.33

(E) *Outside city consumption and service charges.*

(1) *Consumption charge.* Monthly charges for services rendered to users outside the corporate boundaries of the City of Fort Wayne shall be based on metered

water consumption, unless otherwise measured, in accordance with the following charges for this classification of service:

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Total Treatment, Collection and Conveyance	Per ccf per month	$ 7.0363	$ 7.2888	$ 7.4874	$ 7.8811	$ 8.3057

(2) *Service charge.* In addition to the consumption charge, outside city users shall be billed a monthly service charge based on water meter size:

Meter size	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
5/8" – ¾"	Per meter per month	$ 20.69	$ 22.36	$ 24.71	$ 25.84	$ 27.14
1"	Per meter per month	$ 41.39	$ 45.46	$ 50.89	$ 53.31	$ 56.32
1 ½"	Per meter per month	$ 86.93	$ 96.28	$ 108.47	$ 113.73	$ 120.50
2"	Per meter per month	$ 144.89	$ 160.96	$ 181.76	$190.63	$202.19
3"	Per meter per month	$324.29	$361.16	$408.61	$428.66	$455.04
4"	Per meter per month	$558.89	$622.96	$705.26	$739.93	$785.69
6"	Per meter per month	$1,262.69	$1,408.36	$1,595.21	$1,673.74	$1,777.64
8"	Per meter per month	$2,243.87	$2,503.30	$2,835.91	$2,975.58	$3,160.54
10"	Per meter per month	$3,501.05	$3,906.24	$4,425.60	$4,643.62	$4,932.43
12"	Per meter per month	$5,038.37	$5,621.80	$6,369.53	$6,683.36	$7,099.16

51.070 FLAT RETAIL USER CHARGES (delete existing and replace)

(A) *Flat user charges inside City.* In the event that any inside city user is not a metered water customer, there shall be imposed a monthly flat charge as follows:

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024

Single family residential dwelling per month	Per ERU per month	$ 60.46	$ 62.22	$ 64.10	$ 66.07	$ 68.22
All unmetered customers other than single family residential dwelling per month	Per ERU per month	To be calculated by City Utilities	To be calculated by City Utilities	To be calculated by City Utilities	To be calculated by City Utilities	To be calculated by City Utilities

The utility shall retain documentation supporting its ERU determination and billings based thereon. Such determination of billings may be reviewed and adjusted by the utility at any time. Adjustments for reasons including, without limitation, a change in the ERU determination or billing errors may only be applied to bills that were due within the past six (6) years.

(B) *Flat user charges outside City.* In the event that any outside city user is not a metered water customer, there shall be imposed a monthly flat charge as follows:

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Single family residential dwelling per month	Per ERU per month	$ 75.57	$ 77.75	$ 80.12	$ 82.58	$ 85.28
All unmetered customers other than single family residential dwelling per month	Per ERU per month	To be calculated by City Utilities	To be calculated by City Utilities	To be calculated by City Utilities	To be calculated by City Utilities	To be calculated by City Utilities

The utility shall retain documentation supporting its ERU determination and billings based thereon. Such determination of billings may be reviewed and adjusted by the utility at any time. Adjustments for reasons including, without limitation, a change in the ERU determination or billing errors may only be applied to bills that were due within the past six (6) years.

51.071 CONTINUING SURVEILLANCE SAMPLING/WASTE EVALUATION CHARGES (delete existing and replace)

(A) *Surveillance/Evaluation charge inside and outside City.* All users discharging wastes into the system that require continuing surveillance sampling and waste evaluation, shall be subject to the following fixed charges to cover the costs of such services.

Monthly Evaluation

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Type 1 Evaluation	Per discharge point per month	$ 144.03	$ 144.03	$ 144.03	$ 144.03	$ 144.03
Type 2 Evaluation	Per discharge point per month	$ 197.70	$ 197.70	$ 197.70	$ 197.70	$ 197.70
Type 3 Evaluation	Per discharge point per month	$249.51	$249.51	$249.51	$249.51	$249.51

Evaluation Per Occurrence

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Type 1 Evaluation	Per discharge point	$ 432.10	$ 432.10	$ 432.10	$ 432.10	$ 432.10
Type 2 Evaluation	Per discharge point	$ 593.10	$ 593.10	$ 593.10	$ 593.10	$ 593.10
Type 3 Evaluation	Per discharge point	$1,214.85	$1,214.85	$1,214.85	$1,214.85	$1,214.85
Grab Compliance	Per sample	$ 220.87	$ 220.87	$ 220.87	$ 220.87	$ 220.87

(B) *Surveillance/Evaluation charge for certain other customers.* The city may perform surveillance sampling and waste evaluation for customers located within the service area of a contract customer that has consented to such sampling and evaluation in accordance with applicable law. The fee for such sampling and evaluation shall be negotiated between the city and the contract customer.

51.072 STRENGTH OF WASTE SURCHARGE (delete existing and replace)

(A) Each user discharging wastes into the collection system shall be subject to a Strength of Waste Surcharge, in addition to other sewage service charges imposed by this chapter, based on the following minimum strength characteristics to the extent that such wastes are in concentrations greater than:

(1) Biochemical oxygen demand of 300 milligrams per liter.

(2) Chemical oxygen demand of 600 milligrams per liter.

(3) Suspended solids content of 300 milligrams per liter.

(4) Phosphorus content of 10 milligrams per liter.

(5) Ammonia content of 25 milligrams per liter.

(B) *Strength of waste surcharge inside and outside City.* In the event any user contributes waste having strength of sewage in excess of the concentrations set forth in subsection (A), a surcharge based on the following unit process charges will be in effect for all waste found to be in excess of limitations:

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Suspended Solids	Per pound per month	$ 0.1964	$ 0.2026	$ 0.2090	$ 0.2156	$ 0.2224
Biochemical Oxygen Demand	Per pound per month	$ 0.1504	$ 0.1551	$ 0.1600	$ 0.1651	$ 0.1702
Phosphorus	Per pound per month	$ 1.9337	$ 1.9946	$ 2.0574	$ 2.1221	$ 2.1889
Ammonia	Per pound per month	$ 0.3407	$ 0.3514	$ 0.3625	$ 0.3739	$ 0.3857

The surcharge shall be determined as follows: The excess pounds of BOD or COD (whichever results in the higher charge) suspended solids, phosphorus and ammonia will each be computed by first multiplying the user's billing sewage volume measured in units of 100 cubic feet for the current billing period by the factor 0.0062321 and then multiplying this product by the difference between, (a) the concentrations measured in milligrams per liter, of the BOD (or COD), suspended solids, phosphorus and ammonia respectively in the user's sewage, and (b) the allowed concentrations set out in 51.072(A). The surcharge for each constituent will then be determined by multiplying the excess pounds of each constituent by the appropriate rate of surcharge. In the event COD measurement is used, as hereinbefore provided, 50% of the excess pounds measured will be used to compute the equivalent BOD charge.

51.073 BULK WASTE CHARGES (delete existing and replace)

(A) *Bulk Industrial Waste Charge*. All industrial waste suitable for disposal, which has been delivered by an approved waste hauler to City's plant. For purposes of computing charges hereunder, a **LOAD** is defined as 1,000 gallons of tank capacity or any fraction thereof.

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024

Discharge	1,000 gallons	$ 123.67	$ 124.05	$ 124.33	$ 129.85	$ 136.57
Billing Charge	Per bill	$ 5.51	$ 5.57	$ 5.81	$ 6.02	$ 6.15

(B) *Domestic.* All domestic waste delivered to the city's plant by customer's truck or tank. For purposes of computing charges hereunder, a **LOAD** is defined as 1,000 gallons of tank capacity or any fraction thereof.

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Discharge	1,000 gallons	$ 64.52	$ 64.72	$ 64.87	$ 67.74	$ 71.25
Billing Charge	Per bill	$ 5.51	$ 5.57	$ 5.81	$ 6.02	$ 6.15

(C) *Contracted services.* The city or its designated agent may enter into agreements with producers of bulk waste to deliver waste to the City's plant on terms and conditions that are mutually acceptable to the producer and the city or its designated agent. For purposes of this subsection, the city or its designated agent shall have the authority to negotiate the pricing for the delivery and acceptance of waste from each producer, taking into consideration factors such as volume and quality of waste and any other factors determined to be appropriate by the city or its designated agent.

(D) *Manifest.* All bulk waste loads delivered to the Water Pollution Control Plant shall be accompanied by a "Waste Hauler Manifest," the form for which will be provided by the city or an agent working on the city's behalf.

(E) *FOG Grease Cooperative.* To improve the sustainability of the City's POTW and continue to explore the use of fats, oils, and grease as a renewable energy supply, the city may enter into agreements with waste haulers to provide maintenance and cleaning services for interceptors and traps used by food service establishments. The Board of Public Works is authorized to develop terms and conditions regarding participation in any such maintenance and cleaning program by food service establishments.

51.074 OTHER RATES AND CHARGES (delete existing and replace)

(A) *Incorporation of Miscellaneous Non-Recurring Rates and Charges.* The charges set forth in the City's schedule of Miscellaneous Non-Recurring Rates and Charges approved by the Indiana Utility Regulatory Commission which may be applicable to sewage services,

including, without limitation, the Bad Check Charge, Additional Trip Charge, Special Service Charge, and Service Call Charge, are incorporated into this Chapter as if fully set forth herein.

(B) *Food Service Establishment Surcharge.*

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Surcharge	Per ccf per month	$1.2661	$1.5826	$1.9783	$2.2750	$2.3081

(C) *Additional Fees Related to Sewage Services.*

Type of Fee	**Cost**
Sewer Tap Inspection Fee	$80.00 per inspection
Residential Downspout, Yard Drain, Sump Pump or Other Drain Connected to a Sanitary Sewer.	$50.00 per month per connection
Non-residential Downspout, Yard Drain, Sump Pump or Other Drain Connected to a Sanitary Sewer.	TBD by Utility based on ERU calculation, applied per connection
Residential Geothermal System Connected to a Sanitary or Combined Sewer.	$210.00 per month
Non-residential Geothermal System Connected to a Sanitary or Combined Sewer	TBD by Utility based on ERU calculation

(D) These charges are subject to change as warranted and authorized by Ordinance.

51.075 MONTHLY CAPITAL IMPROVEMENT SURCHARGE (delete existing and replace)

(A) All classifications of users subject to a capital improvement surcharge shall pay the applicable surcharge in addition to other sewage service charges imposed by this chapter. Capital improvement surcharges shall remain in effect until the cost of the intended installations, adjustments or improvements to the water pollution control utility has been retired and the capital improvement surcharge area has been retired.

(B) The designated capital improvement surcharge areas, the respective amount of the surcharges, and frequency of the surcharges include the following:

Capital Improvement Surcharge Area	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Deer Track Area	Per ERU Per month	$ 42.00	$ 42.00	$ 42.00	$ 20.00	$ 20.00

Neuhaus Extension	Per ERU Per month	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00
Rothman Road Area	Per ERU Per month	$ 22.50	$ 22.50	$ 22.50	$ 22.50	$ 22.50
Tiernam Shed B	Per ERU Per month	$ 22.50	$ 22.50	$ 22.50	$ 22.50	$ 22.50
Upper Ely	Per ERU Per month	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00

51.076 AREA CONNECTION FEES (delete existing and replace)

(A) Area Connection Fee Charges, for areas as designated on Exhibit A.

Area Connection Fee Area	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Central	Per ERU Per month	$ 365.00	$ 365.00	$ 730.00	$ 800.00	$ 800.00
Northeast	Per ERU Per month	$ 2,350.00	$ 2,350.00	$ 2,350.00	$ 2,600.00	$ 2,600.00
Northwest	Per ERU Per month	$ 2,015.00	$ 2,015.00	$ 2,015.00	$ 2,200.00	$ 2,200.00
Southeast	Per ERU Per month	$ 700.00	$ 1,200.00	$ 1,800.00	$ 1,980.00	$ 1,980.00
Southwest	Per ERU Per month	$ 1,100.00	$ 1,500.00	$ 1,950.00	$ 2,150.00	$ 2,150.00

(B) These charges are subject to change as warranted and authorized by Ordinance.

51.077 CONTRACT CUSTOMERS (delete existing and replace)

Contract customer rates are applicable only to those users that meet the criteria described in the definition of a contract customer. If a user does not meet the criteria in the definition of a contract customer, the user will be considered to be a retail customer and retail rates shall apply.

In the event City Utilities consummates a contract to serve as a regional treatment plant to a contract customer the following fees and charges shall apply:

(A) *Treatment charge (per 100 cubic feet).*

(B) *Conveyance charge (per 100 cubic feet).* A variable charge for conveyance and collections costs attributable to each contract customer's portion of the city conveyance system, and operating costs associated therewith, shall be computed by the city and added to the treatment cost to arrive at the contractee's total metered rate.

(C) *Monthly service charge.*

(D) *Surveillance/Evaluation charge.* All contract customers discharging wastes into the system that require continuing surveillance sampling and waste evaluation, shall be subject to the charges set forth in 51.071or as otherwise specified in the customer's contract.

(E) *Excess strength of waste.* In the event a contract customer user contributes waste having a strength of sewage in excess of domestic waste characteristics, as hereinbefore defined, a surcharge shall be implemented per 51.072 or as otherwise specified in the customer's contract.

(F) *Capital surcharge.* In the event a contract customer delivers sewage for treatment to the city for three consecutive billing periods (approximately 90 consecutive days) which is in excess of the base volume limit guaranteed in the contract, then the customer will be subject to a capital surcharge, computed at the capital rate per 100 cubic feet in effect for outside the city customers set out elsewhere herein. The capital rate per 100 cubic feet shall be multiplied by the excess percentage of volume calculated by dividing the daily average for three billing periods by the contracted volume limit.

(G) *Volumetric Exceedance Fee.* The additional fee for exceedances to the contractual volume limits to be collected from contract customer users discharging sewage to the water pollution control utility. This fee (also defined and specified in contracts under different terminology, such as the "Treatment Plant Capital Surcharge") shall be collected as specified in each contract and calculated as defined by the contract. Such fees shall contribute to the payment of costs associated with operation, installation, adjustment or other improvements to the water pollution control utility intended to serve the contract customer when it discharges flows exceeding the capacity allocated per the contract.

(H) *Peak Flow Exceedance Fee.* The additional fee for exceedances to the contractual peak flow limits to be collected from contract customer users discharging sewage to the water pollution control utility. This fee (also defined and specified in contracts under different terminology, such as "Peak Penalty Rates") shall be collected as specified in each contract and calculated as defined by the contract. Such fees shall contribute to the payment of costs associated with operation, installation, adjustment or other improvements to the water pollution control utility intended to serve the contract customer when it discharges flows exceeding the capacity allocated per the contract.

(I) *Other provisions.* In the event sewage received pursuant to any contract entered into under this section exceeds any of the limitations imposed by this chapter, City Utilities shall have the right to impose all limitations, charges and penalties applicable to any non- contract customer user. Each contract entered into by City Utilities pursuant to the foregoing rate classification shall provide that the contract customer shall agree to enact and maintain a sewer

use ordinance and user charge system acceptable to City Utilities and in conformance with City Utilities' obligations under Sec. 204 (b) (1), Public Law 92-500 as amended and supplemented, and guidelines and regulations promulgated thereunder by the U.S. Environmental Protection Agency and 40 CFR 35-905-8, 35-928-1 and 35-928-2 and 35-935-13.

Town of Grabill

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Treatment	Per ccf per month	$ 2.1047	$ 2.1240	$ 2.1248	$ 2.2326	$ 2.3396
Conveyance	Per ccf per month	$ 0.3370	$ 0.3425	$ 0.3258	$ 0.3519	$ 0.3634
Total	Per ccf per month	$ 2.4417	$ 2.4665	$ 2.4686	$ 2.5485	$ 2.7030
Monthly Service Charge	Per month	$4,524.89	$5,047.96	$5,675.26	$5,907.53	$6,282.69

Leo-Cedarville Regional Sewer District

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Treatment	Per ccf per month	$ 2.1047	$ 2.1240	$ 2.1428	$ 2.2326	$ 2.3396
Conveyance	Per ccf per month	$ 0.3922	$ 0.3986	$ 0.3791	$ 0.4096	$ 0.4230
Total	Per ccf per month	$ 2.4969	$ 2.5226	$ 2.5219	$ 2.6422	$ 2.7626
Monthly Service Charge	Per month	$12,184.89	$13,595.96	$15,285.26	$15,912.53	$16,922.69

Maysville Regional Sewer District

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Treatment	Per ccf per month	$ 2.1047	$ 2.1240	$ 2.1428	$ 2.2326	$ 2.3396
Conveyance	Per ccf per month	$ .2361	$ .2400	$ .2282	$ 0.2466	$ 0.2546
Total	Per ccf per month	$ 2.3408	$ 2.3640	$ 2.3710	$ 2.4792	$ 2.5942
Monthly Service	Per month	$3,542.89	$3,951.96	$4,443.26	$4,624.53	$4,918.69

Charge						

City of New Haven

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Treatment	Per ccf per month	$ 2.1047	$ 2.1240	$ 2.1428	$ 2.2326	$ 2.3396
Conveyance	Per ccf per month	$ 0.0824	$ 0.0837	$ 0.0796	$0.0860	$ 0.0888
Total	Per ccf per month	$ 2.1871	$ 2.2077	$ 2.2224	$ 2.3186	$ 2.4284
Monthly Service Charge	Per month	$10,220.89	$11,403.96	$12,821.26	$13,346.53	$14,194.69

General Motors

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1. 2024
Treatment	Per ccf per month	$ 2.1498	$ 2.1240	$ 2.1428	$ 2.2326	$ 2.3396
Conveyance	Per ccf per month	$ 0.4255	$ 0.3355	$ 0.3191	$ 0.3447	$ 0.3560
Total	Per ccf per month	$ 2.5753	$ 2.4595	$ 2.4619	$ 2.5773	$ 2.6956
Monthly Service Charge	Per month	$12,096.90	$17,540.96	$19,721.26	$20,529.53	$21.833.69

Institutional Power Plant

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Treatment	Per ccf per month	$ 3.7683	$ 3.7661	$ 3.7589	$ 3.9281	$ 4.1469
Conveyance	Per ccf per month	$ 3.2680	$ 3.5227	$ 3.7285	$ 3.9530	$ 4.1588
Total	Per ccf per month	$ 7.0363	$ 7.2888	$ 7.4874	$ 7.8811	$ 8.3057
Monthly Service Charge	Based on meter size per month as shown in 51.069(E)(2)					

Allen County Regional Water and Sewer District

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Treatment	Per ccf per month	$ 2.1047	$ 2.1240	$ 2.1428	$ 2.2326	$ 2.3396
Conveyance	Per ccf per month	$ 0.8795	$ 0.8939	$ 0.8502	$ 0.9184	$ 0.9485
Total	Per ccf per month	$ 2.9842	$ 3.0179	$ 2.9930	$ 3.1510	$ 3.2881
Monthly Service Charge	Per month	$19,058.89	$21,266.96	$23,910.26	$24,890.53	$26,471.69

Passed and adopted this 28th day of January, 2020.

FORT WAYNE ~~BOARD OF~~ PUBLIC WORKS:

Shan Gunawardena, ~~Chair~~

Kumar Menon, Member

Mike Avila, Member

ATTEST:

1·28·2020

Michelle Fulk-Vondran, Clerk

FORT WAYNE SEWER AREA CONNECTION FEES (ACFs)

CITY UTILITIES

AREA CONNECTION FEE (ACF) PER EQUIVALENT RESIDENTIAL UNIT (ERU)

Area Connection Fee	Unit of Measure	Effective in 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Central	Per ERU	$365	$365	$730	$800	$800
Northeast	Per ERU	$2350	$2350	$2350	$2600	$2600
Northwest	Per ERU	$2015	$2015	$2015	$2200	$2200
Southeast	Per ERU	$700	$1200	$1800	$1980	$1980
Southwest	Per ERU	$1100	$1500	$1950	$2150	$2150

Sewer Contract Customers

- SERVICED BY ACRWSD
- SERVICED BY OTHERS
- SERVICED BY AQUA
- SERVICED BY HUNTERTOWN

Notes:

1. ACFs apply to the parcel(s) of land shown here in the amount shown.
2. Parcels of land beyond what is shown on this map shall be assessed the nearest ACF area and amount.
3. ACFs are required within all areas "SERVICED BY ACRWSD" and "SERVICED BY OTHERS" in the ACF amount of the respective connection point of the ACRWSD or OTHER service provider. The ACRWSD and OTHER service providers may have their own additional sewer connection fees.

N
W E
S

0 1 2
Miles

NORTHEAST

NORTHWEST

CENTRAL

SOUTHWEST

SOUTHEAST

A RESOLUTION OF BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE DISPOSAL OF A CERTAIN REAL PROPERTY LOCATED AT THE 1700 BLOCK OF SHADY BROOK DRIVE IN FORT WAYNE, INDIANA

RESOLUTION NUMBER 107-1-28-20-2

WHEREAS, the City of Fort Wayne (the "City") holds fee simple title to a certain 1.25 acre real property located at the 1700 block of Shady Brook Drive in Fort Wayne, Indiana, more particularly described and depicted in Exhibit 1 attached hereto, incorporated herein by this reference (the "Property"); and

WHEREAS, the Property was formerly used by the City as a site of an elevated water storage tank, which facility has been retired and removed from the Property; and

WHEREAS, the City has no present use for the Property, and future use by the City is unlikely; and

WHEREAS, pursuant to Indiana Code 36-1-11-4 the property has been appraised by two licensed, professional appraisers.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The City hereby resolves to sell the Property pursuant to the Indiana Code.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this 28th day of January, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____ 1-28-2020
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 28th day of January, 2020.

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

_____
Notary Public

Resident of Allen County

MICHELLE R. NELSON
Printed Name of Notary

EXHIBIT 1

PROPERTY OWNER NAME AND MAILING ADDRESS:

Landowner:	City of Fort Wayne
Mailing Address:	200 East Berry Street, Suite 250 Fort Wayne Indiana, 46802

AFFECTED PROPERTY:

Address:	1700 Block Shadybrook Drive Fort Wayne, IN 46803
Tax parcel no:	02-13-08-179-003.000-074
Legal description:	Lots 17, 18, 21, 22, 25, 26, 29 & 30, Woodland Heights Addition

INTEREST TO BE SOLD: Fee simple in the entire parcel.

RESOLUTION OF THE
BOARD OF PUBLIC WORKS
OF THE CITY OF FORT WAYNE
#107-1-28-20-3

WHEREAS, the City of Fort Wayne, Indiana ("City"), owns, operates and maintains a municipal sewage works ("Utility"), by and through the Fort Wayne Board of Public Works ("Board");

WHEREAS, the Board, after careful and due consideration, finds it to be in the best interests of the Utility and the customers thereof that the Utility proceed to acquire and install certain improvements to the City's sewage works ("Project");

WHEREAS, the Board, after careful and due consideration, finds it to be in the best interests of the Utility and the customers thereof that the Utility proceed to refund certain outstanding sewage works revenue bonds of the City, hereafter referred to as the "Refunding;"

WHEREAS, the Board has found that it is necessary to complete the Project and the Refunding through the issuance of sewage works revenue bonds, in one or more series;

WHEREAS, the Board finds that the legal determination to authorize the issuance of such bonds rests exclusively with the Common Council of the City of Fort Wayne, Indiana ("Common Council"); and,

WHEREAS, the Board desires to take such steps as are necessary and convenient to permit the Project to proceed;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE FORT WAYNE BOARD OF PUBLIC WORKS THAT:

Section 1. It is in the best interests of the Utility and the customers thereof that the City proceed with the Project and the Refunding.

Section 2. To finance the Project, the Board does hereby recommend to the Common Council that the City issue its sewage works revenue bonds, in one or more series, in an aggregate principal amount not to exceed $310,000,000, to be repaid over a term ending no later than August 1, 2060, and at an interest rate not to exceed 6.0% percent per annum.

Section 3. To finance the Refunding, the Board does hereby recommend to the Common Council that the City issue its sewage works refunding revenue bonds, in one or more series, in an aggregate principal amount not to exceed $21,000,000, to be repaid over a term ending no later than August 1, 2030, and at an interest rate not to exceed 4.0% percent per annum.

Section 4. There is attached to this resolution and made a part hereof the same as if fully set forth herein, a proposed ordinance authorizing the Project, the Refunding, the issuance of the bonds and other matters connected therewith, which the Board hereby recommends to the Common Council for its adoption.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 6. This resolution shall be in full force and effect upon adoption.

Passed and adopted this 28th day of January, 2020.

FORT WAYNE ~~BOARD OF~~ PUBLIC WORKS:

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

1-28-2020

Michelle Fulk-Vondran, Clerk

STATE OF INDIANA
WASTEWATER REVOLVING LOAN PROGRAM

FINANCIAL ASSISTANCE AGREEMENT made as of this ____ day of _____ 20__ by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and the City of Fort Wayne, Indiana (the "Participant"), a political subdivision as defined in I.C. 5-1.2-2-57 and existing under I.C. 36-4, witnesseth:

WHEREAS, the State's Wastewater Revolving Loan Program (the "Wastewater SRF Program") has been established in accordance with the federal Clean Water Act and the regulations promulgated thereunder, and pursuant to I.C. 5-1.2-10 (the "Wastewater SRF Act"), which Wastewater SRF Act also establishes the wastewater revolving loan fund (the "Wastewater SRF Fund"); and

WHEREAS, pursuant to the Wastewater SRF Act, the State was authorized to fund the Wastewater SRF Program with federal capitalization grants, together with required state matching funds therefor, and to operate the Wastewater SRF Program, and prior to May 15, 2005 so funded and operated the Wastewater SRF Program; and

WHEREAS, pursuant to Public Law 235 - 2005, by operation of law and effective May 15, 2005, the Finance Authority has become the successor to the State in all matters related to the Wastewater SRF Program (including use and acceptance of federal capitalization grants and required state matching funds and operation of the Wastewater SRF Program); and

WHEREAS, the Participant is a duly existing political subdivision of the State, lawfully empowered to undertake all transactions and execute all documents mentioned or contemplated herein; and

WHEREAS, the Participant has determined to undertake a wastewater treatment system project (as more fully described herein, the "Project") and to borrow money from the Wastewater SRF Program to construct and acquire the Project; and

WHEREAS, the Participant has previously entered into fourteen (14) Financial Assistance Agreements with the Finance Authority, (or the State in its capacity as predecessor to the Finance Authority in matters related to the Wastewater SRF Program and the Drinking Water SRF Program), dated as of October 14, 2005, December 13, 2006, January 1, 2009, September 15, 2009, December 23, 2009, October 26, 2011, October 26, 2011, November 15, 2011, September 10, 2012, July 17, 2014, November 20, 2014, July 12, 2016, October 12, 2016 and November 15, 2018 (collectively the "Prior Agreements"), to borrow money from the Wastewater SRF Program or the Drinking Water SRF Program to construct and acquire separate projects (as described and defined in the Prior Agreements); and

WHEREAS, the Finance Authority and the Participant desire to set forth the terms of such financial assistance as hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Finance Authority and the Participant agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms shall, for all purposes of this Agreement, have the following meaning:

"Agency" shall mean the United States Environmental Protection Agency or its successor.

"**Asset Management Program**" means programs, plans and documentation (including a Fiscal Sustainability Plan) that demonstrates that the Participant has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works and which is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

"Authorizing Instrument(s)" shall mean the separate trust indenture(s) of the Participant entered into with a corporate trustee or the detailed resolution(s) or ordinance(s) of the governing body of the Participant pursuant to which the Bonds are issued in accordance with State law.

"Authorized Representative" shall mean the Controller of the Participant or such other officer, official, or representative of the Participant duly authorized to act for and on behalf of the Participant as provided for herein.

"Bond" or **"Bonds"** shall mean the instrument(s) which evidence(s) the Loan, as authorized by the Authorizing Instrument and containing the terms set forth in Section 2.02 of this Agreement.

"Bond Fund" shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument from which payment of the principal of and interest on the Bonds is required to be made by the Participant.

"Business Day" shall mean any day other than a Saturday, Sunday or State legal holiday or any other day on which financial institutions in the State are authorized by law to close and to remain closed.

"Clean Water Act" shall mean the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387, and other laws, regulations and guidance supplemental thereto (including the 2014 Appropriations Act and the Water Resources Reform and Development Act of 2014), as amended and supplemented from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented

from time to time, together with the regulations related thereto.

"**Construction Fund**" shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument to receive proceeds of the Bonds and from which Eligible Costs of the Project may be paid by the Participant.

"**Credit Instrument**" means a letter of credit, surety bond, liquidity facility, insurance policy or comparable instrument furnished by a Credit Provider that is used by the Participant to meet all or a portion of any debt service reserve requirement securing the Bonds or any other bonds payable from the revenues of the Treatment Works, which bonds are on a parity with the Bonds.

"**Credit Provider**" means a bank, insurance company, financial institution or other entity providing a Credit Instrument.

"**Department**" shall mean the Indiana Department of Environmental Management created under I.C. 13-13-1-1 or its successor.

"**Deposit Agreement**" shall mean an agreement between the Participant and the Deposit Agreement Counterparty in such form as from time to time determined by the Finance Authority pursuant to which (a) the Participant's Bond Fund (including any reserve account established and created by the Participant pursuant to the Authorizing Instrument related thereto) shall be held by such Deposit Agreement Counterparty and available for payment of the Bonds and any other similar obligations of the Participant that are payable from the Bond Fund regardless whether they are on a parity basis, (b) such Deposit Agreement Counterparty serves as the paying agent for the Bonds and any other such similar obligations of the Participant that are payable from the Bond Fund, and (c) the Participant's Construction Fund may be held by such Deposit Agreement Counterparty upon any Loan disbursement by the Finance Authority to it from time to time.

"**Deposit Agreement Counterparty**" shall mean the financial institution that enters into a Deposit Agreement with the Participant, which financial institution shall be approved by the Finance Authority and may be replaced by the Finance Authority from time to time.

"**Director of Environmental Programs**" shall mean the person designated by the Finance Authority as authorized to act as the Director of Environmental Programs (which designation includes such Director's assumption of the duties previously assigned to the Wastewater SRF Program Representative and the Wastewater SRF Program Director) and where not limited, such person's designee.

"**Disbursement Agent**" shall mean the party disbursing the Loan to or for the benefit of the Participant, which shall be the Trustee unless amounts are held in the Construction Fund, in which case the Disbursement Agent shall thereafter be the Deposit Agreement Counterparty as the party disbursing amounts that are held in the Construction Fund unless otherwise agreed by the Finance Authority.

"Disbursement Request" shall mean a request for a disbursement of the Loan made by an Authorized Representative in such form as the Finance Authority may from time to time prescribe.

"Eligible Cost" shall mean and include, whether incurred before or after the date of this Agreement, all costs which have been incurred and qualify for Financial Assistance, including engineering, financing and legal costs related thereto.

"Finance Authority" shall mean the Indiana Finance Authority, a body politic and corporate, not a state agency but an independent instrumentality of the State.

"Finance Authority Bonds" shall mean any Finance Authority State Revolving Fund Program Bonds or other similar obligations of the Finance Authority issued as a part of the Wastewater SRF Program within the meaning of the Wastewater SRF Indenture.

"Financial Assistance" shall mean the financial assistance authorized by the Clean Water Act, including the Loan.

"**Fiscal Sustainability Plan**" means in connection with a project that provides for the repair, replacement, or expansion of an existing Treatment Works, a plan that is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act and includes (a) an inventory of critical assets that are a part of the Treatment Works, (b) an evaluation of the condition and performance of inventoried assets or asset groupings; (b) a certification that the Participant has evaluated and will be implementing water and energy conservation efforts as part of the plan; and (d) a plan for maintaining, repairing, and, as necessary, replacing the Treatment Works and a plan for funding such activities.

"Loan" shall mean the purchase of the Bonds by the Finance Authority to finance the planning, designing, constructing, renovating, improving and expanding of the Participant's Treatment Works or refinance an existing debt obligation where such debt was incurred and building of such systems began after March 7, 1985, but does not mean the provision of other Financial Assistance.

"Loan Reduction Payment" shall mean in any circumstances where there is a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund, any action causing such balance to be applied to a reduction in the maximum aggregate amount of the Loan outstanding other than pursuant to regularly scheduled principal payments or optional redemptions applicable to the Bonds. A Loan Reduction Payment shall not be applicable unless Loan amounts are held in the Construction Fund.

"Non-Use Close-out Date" shall mean that date which is the earlier of (a) the first date as of which the full amount of the Loan has been disbursed on a cumulative basis (which shall also be deemed to have occurred when and if such amounts have been deposited in the Participant's Construction Fund) or (b) the date as of which the Participant binds itself that no further Loan disbursements will be made under this Agreement.

"Non-Use Fee" shall mean a fee in an amount determined by the Finance Authority charged to compensate it for costs and expenses within the Wastewater SRF Program. Such amount shall be the greater of (A) the product of the undrawn balance of the Loan on each applicable Non-Use Assessment Date multiplied by one percent (1%) or (B) One Thousand Dollars ($1,000). Such fee shall apply and be payable under Section 5.09 herein with respect to each Non-Use Assessment Date until the Non-Use Close-out Date shall occur. A Non-Use Fee shall not be applicable if the full amount of the Loan has been disbursed and deposited in the Participant's Construction Fund by the Non-Use Assessment Date.

"Non-Use Assessment Date" shall mean [_____ 1, 20__] and the first day of each sixth (6^{th}) calendar month thereafter unless and until the Non-Use Close-out Date occurs in advance of any such Non-Use Assessment Date.

"Operation and Maintenance" shall mean the activities required to assure the continuing dependable and economic function of the Treatment Works, including maintaining compliance with National Pollutant Discharge Elimination System permits, as follows:

(1) Operation shall mean the control and management of the united processes and equipment which make up the Treatment Works, including financial and personnel management, records, reporting, laboratory control, process control, safety and emergency operation planning and operating activities.

(2) Maintenance shall mean the preservation of the functional integrity and efficiency of equipment and structures by implementing and maintaining systems of preventive and corrective maintenance, including replacements.

"Plans and Specifications" shall mean the detailed written descriptions of the work to be done in undertaking and completing the Project, including the written descriptions of the work to be performed and the drawings, cross-sections, profiles and the like which show the location, dimensions and details of the work to be performed.

"Preliminary Engineering Report" shall mean the information submitted by the Participant that is necessary for the Finance Authority to determine the technical, economic and environmental adequacy of the proposed Project.

"Project" shall mean the activities or tasks identified and described in Exhibit A to this Agreement, and incorporated herein, as amended or supplemented by the Participant and consented to by the Finance Authority, for which the Participant may expend the Loan.

"Purchase Account" shall mean the account by that name created by the Wastewater SRF Indenture and held as part of the Wastewater SRF Fund.

"SRF Policy Guidelines" shall mean guidance of general applicability (as from time to time published, amended and supplemented by the Finance Authority) pertaining to participants utilizing financial assistance in connection with their projects funded in whole or in part through the Wastewater SRF Program.

"**State**" shall mean the State of Indiana.

"**Substantial Completion of Construction**" shall mean the day on which the Finance Authority (or if designated by the Finance Authority, the Department) determines that all but minor components of the Project have been built, all equipment is operational and the Project is capable of functioning as designed.

"**System Development Charges**" shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges applicable to the Treatment Works that are available for deposit under the Authorizing Instrument.

"**Treatment Works**" shall mean any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement section 201 of the Clean Water Act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and acquisition of the land that will be an integral part of the treatment process (including land use for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction.

"**Trustee**" shall mean The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, in its capacity as trustee or its successor under the Wastewater SRF Indenture.

"**2014 Appropriations Act**" shall mean the Consolidated Appropriations Act, 2014 (also known as H.R. 3457), and other laws, regulations and guidance supplemental thereto (including the Clean Water Act), as amended and supplemented from time to time.

"**Wastewater SRF Fund**" shall mean the wastewater revolving loan fund as established by I.C. 5-1.2-10-2.

"**Wastewater SRF Indenture**" shall mean the Seventh Amended and Restated Wastewater SRF Trust Indenture, dated as of September 1, 2019 between the Finance Authority (as successor by operation of law to the State in all matters related to the Wastewater SRF Program) and the Trustee, as amended and supplemented from time to time.

(End of Article I)

ARTICLE II

PURPOSE OF BORROWING AND LOAN TERMS

Section 2.01. Amount; Purpose. The Finance Authority agrees to Loan an amount not to exceed [_____] Dollars ($[_____]) in aggregate principal amount to the Participant as Financial Assistance to pay for the Eligible Costs, as hereinafter described, of the Project on, and subject to, the terms and conditions contained herein. The Loan shall be used only to pay the following Eligible Costs: (a) eligible planning services for the production of a Preliminary Engineering Report ("Planning"), (b) eligible design services for the production of Plans and Specifications ("Design") and (c) eligible construction costs, including financing and legal costs ("Construction"). The Loan shall be funded solely from available proceeds of the Finance Authority Bonds contained in the Purchase Accounts or from other sources that the Finance Authority may, in its sole discretion, designate. The Loan is evidenced by the Bonds executed and delivered by the Participant contemporaneously herewith. The Bonds shall be in fully registered form, with the Finance Authority registered as the registered owner. So long as the Finance Authority is the registered owner, the principal of and redemption premium, if any, and interest on the Bonds shall be paid to the Trustee by a wire transfer referenced as follows: The Bank of New York, ABA 021 000 018, For Credit to 610026840C, Account Name: City of Fort Wayne, Indiana Sewage Works, Attn: Derick Rush. The Participant agrees to undertake and complete the Project and to receive and expend the Loan proceeds in accordance with this Agreement.

Section 2.02. The Bonds.

(a) Until paid, the Bonds will bear interest at the per annum rate of [_____] percent ([____]%). Such interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, and be as provided in I.C. 5-1.2-10-15 and -20. Interest, if any, on the Bonds will be payable on February 1 and August 1 of each year, commencing [_____] 1, 20[__]. The Bonds will be in the aggregate principal amount of [_____] Dollars ($[_____]). Subject to Section 2.05 and 2.06 herein, the Bonds will mature annually on August 1 through and including August 1, 2033 and will mature semi-annually on each August 1 and February 1 of each of the years set forth in, and at the principal amount set opposite each such month and year set forth in the schedule contained in the attached Exhibit B to this Agreement (which is hereby incorporated by reference); provided, however, notwithstanding the foregoing or the terms of the Bonds to the contrary, no maturity of Bonds shall extend beyond the date which is thirty-five (35) years after the date of this Agreement. If the maturity date for any Bonds is beyond such date, unless otherwise agreed to, such Bonds, together with accrued and unpaid interest thereon, will be due and payable on such date.

(b) The Bonds will be subject to redemption by the Participant as provided in the Authorizing Instrument; provided however that in no event shall the Participant exercise any provision contained in the Authorizing Instrument or the Bonds permitting a redemption of the Bonds at the option of the Participant unless and until such has been consented by the Authority.

The Loan, and the Bonds evidencing it, will be subject to payment by the Participant as provided in this Agreement.

(c) The form and other terms of the Bonds will be in conformity with the Authorizing Instrument.

(d) The additional terms contained in the attached Exhibit D are applicable to this Loan (as and to the extent set forth in Exhibit D) to the same effect as if such were set forth in this section.

Section 2.03. Disbursement Conditions. Each of the following shall be a condition precedent to the disbursement of the Loan or any portion thereof (including from the Construction Fund):

(a) (1) With respect to procurement of professional services related to the Project to be paid from Loan proceeds, the Participant shall have complied with applicable State law and SRF Policy Guidelines. Additionally costs related Planning and Design shall only be Eligible Costs upon compliance with paragraph A of the attached Exhibit D. (2) With respect to procurement of all other goods and services related to the Project to be paid from Loan proceeds, the Participant shall have complied with I.C. 36-1-12 and SRF Policy Guidelines.

(b) No representation, warranty or covenant of the Participant contained in this Agreement or in any paper executed and delivered in connection with the transactions contemplated by this Agreement shall be false or inaccurate in any material respect.

(c) The Participant shall undertake and faithfully perform each of its obligations, agreements and covenants contained in this Agreement, the Authorizing Instrument and the Bonds.

(d) There shall be available to the Finance Authority uncommitted funds in an amount sufficient to satisfy the Finance Authority's obligations hereunder from the proceeds of Finance Authority Bonds in the Purchase Account or from other sources that the Finance Authority may, in its sole discretion, designate; provided however, once Loan proceeds have been deposited in the Construction Fund, such condition shall be deemed satisfied.

(e) The Participant shall have undertaken all actions necessary to comply with and satisfy the conditions and requirements for a Loan secured with money made available from the Wastewater SRF Fund as set forth in federal and State statutes, rules and regulations, including I.C. 5-1.2-10, SRF Policy Guidelines, the Clean Water Act and 40 C.F.R. Part 35.

(f) Prior to making any Loan disbursement to pay any Construction costs, the Project shall have been approved by the State's Historical Preservation Officer in a manner consistent with the policies and practices of the Wastewater SRF Program (the

"Historical Preservation Approval"). Notwithstanding any provision of this Agreement to the contrary, in the event a Historical Preservation Approval has not been given within four (4) months after the date of this Agreement, the Finance Authority may, in its sole discretion, (i) reduce the aggregate amount of the Loan to the amount then disbursed and outstanding under this Agreement and (ii) if any amounts are held in the Construction Fund, require a Loan Reduction Payment pursuant to Section 2.06 herein as if it were a date that was three (3) years after the dated date of the Bonds. Upon giving notice to the Participant of such action, no further Loan disbursement (including from the Construction Fund) may be made under this Agreement unless consented to by the Finance Authority.

(g) In the event the Bonds are payable from rates and charges of the Treatment Works and if requested by the Finance Authority, the Participant shall provide evidence satisfactory to the Finance Authority demonstrating that such rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Treatment Works (including the Bonds).

Section 2.04. Disbursement Procedures. Loan proceeds (including any held from time to time in the Construction Fund) shall be disbursed to the Participant by the Disbursement Agent for actual Eligible Costs incurred with respect to the Project. The Finance Authority may, in its discretion, cause Loan disbursements to be made (a) directly to the person or entity identified in the Disbursement Request to whom payment is due, or (b) if advised in writing by the Participant that I.C. 36-1-12-14 or a similar law applies to the Project, to the Participant for purposes of collecting retainage, or some combination thereof. Any Loan proceeds in excess of the amount subject to retainage controlled by the Participant will be immediately remitted to the person or entity to whom payment is due, no later than three (3) Business Days after receipt or the date such Loan proceeds are no longer subject to retainage. The Finance Authority may, in its discretion, cause Loan disbursements to be made from time to time, in whole or in part, to the Participant's Construction Fund for disbursement consistent with this Agreement. Loan disbursements shall not be made more frequently than monthly and shall only be made following the submission of a Disbursement Request to the Finance Authority. Disbursement Requests shall be approved by the Director of Environmental Programs prior to submission to the Disbursement Agent for a Loan disbursement. Disbursement Requests shall be numbered sequentially, beginning with the number 1.

Section 2.05. Effect of Disbursements. Loan disbursements made to or for the benefit of the Participant shall be deemed to be a purchase of the Bonds in such amounts and with such maturities as achieves as level debt service as practicable, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to one year after Substantial Completion of Construction shall first be deemed to be a purchase of the Bonds in order of maturity. The deposit of Loan proceeds in the Construction Fund shall be deemed to be a purchase of the Bonds. Interest on the Loan commences on disbursement of the Loan to or for the benefit of the Participant (including any amounts disbursed to the Construction Fund) by the Finance Authority and the Bonds shall be deemed to be purchased in the full amount thereof. Each disbursement (including

any amounts disbursed from the Construction Fund) shall be made pursuant to a Disbursement Request. In the event any Loan disbursement (including any amounts disbursed from the Construction Fund) shall be made in excess of Eligible Costs, such excess disbursements shall be immediately paid by the Participant to the Disbursement Agent (and if made from any amounts held in the Construction Fund, shall be immediately deposited by the Participant into such Construction Fund) and thereafter may, subject to the terms and conditions set forth in this Agreement, be applied thereafter to pay Eligible Costs of the Project by the Participant.

Section 2.06. Acknowledgment of Amount of Loan; Final Disbursement. (a) Within 30 days after any request by the Finance Authority from time to time, the Participant shall execute and deliver to the Finance Authority an acknowledgment in the form prescribed by the Finance Authority which acknowledges the outstanding principal of and interest on the Bonds. Unless the Finance Authority consents in writing, no Loan disbursement shall be made more than one year after Substantial Completion of Construction. After Substantial Completion of Construction, upon the request of the Finance Authority, the Participant shall replace, at its expense, the Bonds with substitutes issued pursuant to the Authorizing Instrument to evidence the outstanding principal under the Loan.

(b) In the event there remains a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund on the date that is the earlier of (i) one year after Substantial Completion of Construction or (ii) three (3) years after the dated date of the Bonds (or in either such circumstance, such later date as the Finance Authority may approve in its discretion), the Participant agrees to make a Loan Reduction Payment, to the Finance Authority within 10 days after any Finance Authority written demand. Any Loan Reduction Payment shall be applied to pay principal in such amounts and with such maturities as achieves as level debt service as practicable consistent with methodology prescribed in the Authorizing Instrument and as originally applied to the Bonds, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to the Loan Reduction Payment shall be unaffected by such payment. If the Participant fails to make such Loan Reduction Payment by such date, the Finance Authority and Deposit Agreement Counterparty are authorized to cause any balance held in the Construction Fund to be so applied without further direction and authorization from the Participant. Notwithstanding the foregoing, if requested by the Finance Authority, in lieu of the Participant making a Loan Reduction Payment, the Finance Authority may in its discretion require the Participant to hold any remaining balance (inclusive of Loan proceeds and any earnings) in the Construction Fund until such amounts may be applied on the first optional redemption date applicable to the Bonds, and upon any such request, the Participant agrees to cause such amounts to be so held and applied on such date.

(End of Article II)

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTICIPANT

Section 3.01. Planning, Design and Construction Covenants. The Participant hereby covenants and agrees with the Finance Authority that the Participant will:

(a) Provide information as requested by the Finance Authority to determine the need for, or to complete any necessary, environmental review or analysis.

(b) Comply with the procurement procedures and affirmative action requirements contained in SRF Policy Guidelines in the Planning, Design and Construction of the Project to the extent that such are to be paid from Loan proceeds.

(c) With respect to prime and first tier contract awards, report minority and women business enterprise utilization in the Planning, Design and Construction of the Project, to the extent that such are to be paid from Loan proceeds, by executing and delivering Agency Form SF 5700-52 to the Finance Authority whenever any agreements or subagreements are awarded. (These reports must be submitted on regular reporting cycles consistent with SRF Policy Guidelines commencing after such agreement or subagreement is awarded.)

(d) Comply with all applicable federal, State and local statutes, rules and regulations relating to the acquisition and construction of the Treatment Works.

(e) In the event Construction is to be paid from Loan proceeds, prior to an award of any contract for Construction of the Project, obtain a construction permit from the Department and receive the written approval of the Finance Authority of the Preliminary Engineering Report.

(f) Obtain the property rights necessary to construct the Treatment Works and, in procuring any such rights comply with federal and State law.

(g) In the event Construction is to be paid from Loan proceeds, comply with the federal Davis-Bacon Act, codified at 40 U.S.C. 276a-276a-5 unless separately waived by the Finance Authority.

(h) In the event Construction is to be paid from Loan proceeds, execute and deliver to the Finance Authority Agency Form 4700-4 ("Pre-award Compliance Review Report for Wastewater Treatment Construction Grants") and such other forms as may be required by the Clean Water Act or SRF Policy Guidelines.

(i) In the event Construction is to be paid from Loan proceeds, follow guidance issued by the Finance Authority in procuring contracts for Construction, including (1) submission to the Finance Authority of Project change orders, (2) obtaining approval

from the Director of Environmental Programs of any Project change order which significantly changes the scope or Design of the Project or, when taking into account other change orders and contracts, are reasonably expected to result in expenditures in an amount greater than the Loan, (3) receiving approval from the Director of Environmental Programs prior to the award of any contract for Construction and (4) receiving authorization from the Director of Environmental Programs prior to initiating procurement of Construction of the Project.

(j) In the event Construction is to be paid from Loan proceeds, before awarding Construction contracts, receive approval of the Director of Environmental Programs for the user charge system (including any use ordinance and interlocal agreement) associated with the Project.

(k) In the event Construction is to be paid from Loan proceeds, cause the Project to be constructed in accordance with the Preliminary Engineering Report and Plans and Specifications, using approved contract papers.

(l) Permit the Finance Authority and its agents to inspect from time to time (1) the Project, (2) the Treatment Works and (3) the books and other financial records of the Treatment Works, including the inspections described in SRF Policy Guidelines. Construction contracts shall provide that the Finance Authority or its agents will have access to the Project and the work related thereto and that the Participant's contractor will provide proper facilities for such access and inspection. All files and records pertaining to the Project shall be retained by the Participant for at least six years after Substantial Completion of Construction.

(m) Upon Substantial Completion of Construction and when requested by the Finance Authority, provide audited reports to the Finance Authority to permit the Finance Authority to determine that the Loan proceeds have been used in compliance with this Agreement.

(n) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, consistent with SRF Policy Guidelines, certify to the Finance Authority that the Project meets performance standards, or if not met, (1) submit to the Finance Authority (or if directed by the Finance Authority, to the Department) a corrective action plan and (2) promptly and diligently undertake any corrective action necessary to bring the Project into compliance with such standards.

(o) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, provide as-built plans for the Project to the Finance Authority (or if directed by the Finance Authority, to the Department).

Section 3.02. General Covenants. The Participant hereby covenants and agrees with the Finance Authority that the Participant will:

(a) Comply with all applicable federal, State and local statutes, rules and

regulations relating to Operation and Maintenance.

(b) (1) Own, operate and maintain the Project and the Treatment Works for their useful life, or cause them to be operated and maintained for their useful life; (2) at all times maintain the Treatment Works in good condition and operate it in an efficient manner and at a reasonable cost; and (3) not sell, transfer, lease or otherwise encumber the Treatment Works or any portion thereof or any interest therein without the prior written consent of the Finance Authority.

(c) Obtain and maintain the property rights necessary to operate and maintain the Treatment Works, and in procuring any such rights, comply with federal and State law.

(d) Acquire and maintain insurance coverage acceptable to the Finance Authority, including fidelity bonds, to protect the Treatment Works and its operations. All insurance shall be placed with responsible insurance companies qualified to do business under State law. Insurance proceeds and condemnation awards shall be used to replace or repair the Treatment Works unless the Finance Authority consents to a different use of such proceeds or awards.

(e) Establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) in accordance with (1) generally accepted governmental accounting principles, as promulgated by the Government Accounting Standards Board (including GASB No. 34 standards relating to the reporting of infrastructure) and (2) the rules, regulations and guidance of the State Board of Accounts.

(f) Provide to the Finance Authority such periodic financial and environmental reports as it may request from time to time, including (1) annual operating and capital budgets and (2) such other information requested or required of the Finance Authority or the Participant by the Agency.

(g) Provide to the Finance Authority audited financial statements of the Participant inclusive of the activities of the Treatment Works, commencing with financial statements for a calendar year period that ends not more than two (2) years after the date of this Agreement (and for each calendar year period that ends every two (2) years thereafter until the Loan has been repaid), which audit (i) shall have been performed by the Indiana State Board of Accounts or by an independent public accountant and (ii) shall be submitted to the Finance Authority no later than nine (9) months following the end of the calendar year period to which such audit pertains.

(h) Develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) of the Participant that meets SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act. The Participant acknowledges that its agreement to develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) as provided in this subsection was a condition of the Loan. Unless the Participant's Asset Management

Program (including a Fiscal Sustainability Plan) was certified prior to the date of this Agreement, the Participant agrees to submit a certification (on and in a form as provided by the Finance Authority) related to the Participant's Asset Management Program (including a Fiscal Sustainability Plan) prior to submitting its request for a final Loan disbursement related to the Project. Over the term of the Loan, the Participant further agrees to continue to update, implement and maintain the Participant's Asset Management Program (including a Fiscal Sustainability Plan) to assure it has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

(i) Provide notice to the Finance Authority under the circumstances contemplated, and undertake inspections as required, by SRF Policy Guidelines.

(j) (1) Establish and maintain just and equitable rates and charges for the use of and the service rendered by the Treatment Works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the Treatment Works, or that in any way uses or is served by the Treatment Works, (2) establish, adjust and maintain rates and charges at a level adequate to produce and maintain sufficient revenue (when determined including user and other charges, fees, income or revenues available to the Participant, provided that to the extent permitted by law System Development Charges shall be excluded when determining if such are sufficient) to provide for the proper Operation and Maintenance of the Treatment Works, to comply with and satisfy all covenants contained herein and to pay all obligations of the Treatment Works and of the Participant with respect thereto, and (3) if and to the extent Bonds are payable from property taxes, levy each year a special ad valorem tax upon all property located in the boundaries of the Participant, to pay all obligations of the Participant with respect thereto.

(k) If the Bonds are payable from the revenues of the Treatment Works, not borrow any money, enter into any contract or agreement or incur any other liabilities in connection with the Treatment Works without the prior written consent of the Finance Authority if such undertaking would involve, commit or use the revenues of the Treatment Works; provided that the Participant may authorize and issue additional obligations, payable out of the revenues of its Treatment Works, ranking on a parity with the Bonds for the purpose of financing the cost of future additions, extensions and improvements to the Treatment Works, or to refund obligations of the Treatment Works, subject to the conditions, if any, in the Authorizing Instrument.

(l) Comply with the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d et seq., the Age Discrimination Act, as amended, Public Law 94-135, Section 504 of the Rehabilitation Act of 1973, as amended (including Executive Orders 11914 and 11250), 29 U.S.C. Section 794, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, Executive Order 11246 regarding equal employment opportunity, and Executive Orders 11625 and 12138.

(m) Undertake all actions necessary to investigate all potential, material claims which the Participant may have against other persons with respect to the Treatment Works and the Project and take whatever action is necessary or appropriate to (1) recover on any actionable, material claims related to the Project or the Planning, Design or Construction thereof, (2) meet applicable Project performance standards and (3) otherwise operate the Treatment Works in accordance with applicable federal, State and local law.

(n) Not modify, alter, amend, add to or rescind any provision of the Authorizing Instrument without the prior written consent of the Finance Authority.

(o) In the event the Participant adopts an ordinance or resolution to refund the Bonds, within 5 days of the adoption of the ordinance or resolution, provide written notice to the Finance Authority of the refunding. Any refunding of the Bonds shall only be undertaken by the Participant with the prior written consent of the Finance Authority.

(p) In any year in which total expenditures of Federal financial assistance received from all sources exceeds $750,000 the Participant shall comply with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see 2 CFR 200 Subpart F) and have an audit of their use of Federal financial assistance. The Participant agrees to provide the Finance Authority with a copy of the SAA audit within 9 months of the audit period.

(q) Inform the Finance Authority of any findings and recommendations pertaining to the SRF program contained in an audit of 2 CFR 200 Subpart F (a/k/a "Super Circular") matters in which SRF Federal financial assistance was less than $750,000.

(r) Initiate within 6 months of the audit period corrective actions for those audit reports with findings and recommendations that impact the SRF financial assistance.

(s) Notwithstanding anything in the Authorizing Instrument related to the Bonds (or in any authorizing instrument related to any other outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds) to the contrary, in the event any Credit Provider that has provided a Credit Instrument fails to be rated on a long term basis at least "A-/A3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors (such Credit Instrument, a "Disqualified Instrument"), within 12 months of such failure (or pursuant to such other schedule as may be approved by the Finance Authority), the Participant shall cause cash (or a replacement Credit Instrument from a Credit Provider that is rated on a long term basis at least "AA-/Aa3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors)(or some combination thereof) in an aggregate amount equal to the stated credit available under the Disqualified Instrument(s) to be deposited in the related reserve account(s) in lieu of such Disqualified Instrument(s). No Disqualified Instrument shall be included as part of the reserve balance which satisfies any such

reserve requirement under any such authorizing instrument. Nothing in this subsection shall waive or modify additional requirements contained in any such authorizing instrument (including the Authorizing Instrument related to the Bonds); the provisions of this subsection and any such authorizing instrument (including the Authorizing Instrument related to the Bonds) shall both be required to be met. Unless and until notice shall be given by the Finance Authority to the Participant, a surety policy issued by MBIA Insurance Corporation or Financial Guaranty Insurance Company that has been reinsured by National Public Finance Guarantee Corporation (formerly known as MBIA Insurance Corp. of Illinois) shall not be treated as a Disqualified Instrument.

(t) (i) comply with Title 40 CFR Part 34 (New Restrictions on Lobbying) and the Byrd Anti-Lobbying Amendment ("Lobbying Restrictions"); (ii) provide certifications and disclosures related to Lobbying Restrictions in a form and manner as may from time to time be required by SRF Policy Guidelines or the Clean Water Act including without limitation the Lobbying Restrictions; and (iii) pay any applicable civil penalty required by the Lobbying Restrictions as may be applicable to making a prohibited expenditure under Title 40 CFR Part 34, or failure to file any required certification or lobbying disclosures. The Participant understands and acknowledges that pursuant to such Lobbying Restrictions, the making of any such prohibited expenditure, or any such failure to file or disclose, is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

(u) Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

(v) Comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

(w) Whenever from time to time requested by the Finance Authority, submit evidence satisfactory to the Finance Authority demonstrating that the Participant's rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Treatment Works (including the Bonds) and, in the event the

Participant's rates and charges are insufficient to demonstrate such coverage, then to the extent permitted by law annually enact an increase in its rates and charges reasonably designed to be consistent with SRF Policy Guidelines regarding such coverage.

(x) Notwithstanding any provision of the Authorization Instrument to the contrary, not make any payment in lieu of property taxes from any account of the Treatment Works (i) if the Finance Authority provides notice to the Participant that the Finance Authority has determined in its reasonable discretion that such a transfer adversely affects the Finance Authority and (ii) more frequently than semiannually if the Authority provides notice to the Participant so requiring such a limitation on frequency.

(y) Comply with all requirements of this Agreement applicable to the Loan (including those imposed by the attached Exhibit D).

Section 3.03. Representations and Warranties of the Participant. After due investigation and inquiry, the Participant hereby represents and warrants to the Finance Authority that:

(a) The Participant is duly organized and existing under State law, and constitutes a "political subdivision" within the meaning of I.C. 5-1.2-2-57) and a "participant" within the meaning of I.C. 5-1.2-2-54. The Project and the Treatment Works are subject to I.C. 36-9-23.

(b) The Participant has full power and authority to adopt the Authorizing Instrument, enter into this Agreement and issue the Bonds and perform its obligations hereunder and thereunder.

(c) By all required action, the Participant has duly adopted the Authorizing Instrument and authorized the execution and delivery of this Agreement, the Bonds and all other papers delivered in connection herewith.

(d) Neither the execution of, nor the consummation of the transaction contemplated by, this Agreement nor the compliance with the terms and conditions of any other paper referred to herein, shall conflict with, result in a breach of or constitute a default under, any indenture, mortgage, lease, agreement or instrument to which the Participant is a party or by which the Participant or its property, including the Treatment Works, is bound or any law, regulation, order, writ, injunction or decree of any court or governmental agency or instrumentality having jurisdiction.

(e) There is no litigation pending or, to the knowledge of the Participant, upon investigation, threatened that (1) challenges or questions the validity or binding effect of this Agreement, the Authorizing Instrument or the Bonds or the authority or ability of the Participant to execute and deliver this Agreement or the Bonds and perform its obligations hereunder or thereunder or (2) would, if adversely determined, have a significant adverse effect on the ability of the Participant to meet its obligations under this Agreement, the Authorizing Instrument or the Bonds.

(f) The Participant has not at any time failed to pay when due interest or principal on, and it is not now in default under, any warrant or other evidence of obligation or indebtedness of the Participant.

(g) All information furnished by the Participant to the Finance Authority or any of the persons representing the Finance Authority in connection with the Loan or the Project is accurate and complete in all material respects including compliance with the obligations, requirements and undertakings imposed upon the Participant pursuant to this Agreement.

(h) The Participant has taken or will take all proceedings required by law to enable it to issue and sell the Bonds as contemplated by this Agreement.

(i) For any outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds, each Credit Provider, if any, that has provided a Credit Instrument is at least rated on a long term basis "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc., and their successors, except as represented and set forth in Exhibit C attached thereto (and with respect to which true, accurate and complete copies of each such Credit Instrument have been delivered to the Finance Authority).

Each of the foregoing representations and warranties will be deemed to have been made by the Participant as of the date of this Agreement and as of the date of any disbursement of Loan proceeds (including from the Construction Fund). Each of the foregoing representations and warranties shall survive the Loan disbursements regardless of any investigation or investigations the Finance Authority may have undertaken.

Section 3.04. Covenants Regarding Assignment. The Participant acknowledges that the Finance Authority may pledge, sell or assign the Bonds or cause the Bonds to be pledged, sold or assigned, and certain of its rights related thereto, as permitted pursuant to Section 5.02 herein. The Participant covenants and agrees to cooperate with and assist in, at its expense, any such assignment. Within 30 days following a request by the Finance Authority, the Participant covenants and agrees with the Finance Authority that the Participant will, at its expense, furnish any information, financial or otherwise, with respect to the Participant, this Agreement, the Authorizing Instrument and the Bonds and the Treatment Works as the Finance Authority reasonably requests in writing to facilitate the sale or assignment of the Bonds.

Section 3.05. Nature of Information. All information furnished by the Participant to the Finance Authority or any person representing the Finance Authority in connection with the Loan or the Project may be furnished to any other person the Finance Authority, in its judgment, deems necessary or desirable in its operation and administration of the Wastewater SRF Program.

Section 3.06. Tax Covenants. The Participant hereby covenants that it will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause to

permit to be taken by it or by any party under its control, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code. The Participant further covenants that it will not do any act or thing that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code or "arbitrage bonds" within the meaning of Section 148 of the Code. In furtherance and not in limitation of the foregoing, the Participant shall take all action necessary and appropriate to comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the Participant or the Bonds, including accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

Section 3.07. Non-Discrimination Covenant. Pursuant to and with the force and effect set forth in I.C. 22-9-1-10, the Participant hereby covenants that the Participant, and its contractor and subcontractor for the Project, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry.

(End of Article III)

ARTICLE IV

DEFAULTS

Section 4.01. Remedies. The Finance Authority's obligation to make a disbursement under the Loan to the Participant hereunder may be terminated at the option of the Finance Authority, without giving any prior notice to the Participant, in the event: (a) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith (including the Authorizing Instrument); or (b) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default and in addition to any other remedies at law or in equity, the Finance Authority may (x) require a Loan Reduction Payment pursuant to Section 2.06 herein as if it were a date that was three (3) years after the dated date of the Bonds, (y) in the event a Deposit Agreement has not previously been entered into related to the Participant's Bond Fund (including any related reserve), require the Participant to enter into a Deposit Agreement (or to modify any such previously entered Deposit Agreement) and the Participant shall enter into (or modify) such an agreement within 5 days after any such demand and (z) without giving any prior notice, declare the entire outstanding principal amount of the Loan, together with accrued interest thereon, immediately due and payable.

Section 4.02. Effect of Default. Failure on the part of the Finance Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Finance Authority by this Agreement or by law shall not make the Finance Authority liable in damages to the Participant or relieve the Participant from paying any Bond or fully performing any other obligation required of it under this Agreement or the Authorizing Instrument; provided, however, that the Participant may have and pursue any and all other remedies provided by law for compelling performance by the Finance Authority of such obligation assumed by or imposed upon the Finance Authority. The obligations of the Finance Authority hereunder do not create a debt or a liability of the Finance Authority or the State under the constitution of the State or a pledge of the faith or credit of the Finance Authority or the State and do not directly, indirectly or contingently, obligate the Finance Authority or the State to levy any form of taxation for the payment thereof or to make any appropriation for their payment. Neither the Finance Authority or the State, nor any agent, attorney, member or employee of the Finance Authority or the State shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

Section 4.03. Defaults under Prior Agreements. The Participant and the Finance Authority agree that any event of default occurring under the Prior Agreements shall constitute an event of default under this Agreement. Similarly, the Participant and the Finance Authority agree that any event of default under this Agreement, or under any subsequent financial assistance agreement entered into between the Participant and the Finance Authority, shall constitute an event of default under the Prior Agreements and the subsequent financial assistance agreement, if any, as the case may be.

(End of Article IV)

ARTICLE V

MISCELLANEOUS

Section 5.01. Citations. Any reference to a part, provision, section or other reference description of a federal or State statute, rule or regulation contained herein shall include any amendments, replacements or supplements to such statutes, rules or regulation as may be made effective from time to time. Any reference to a Loan disbursement shall include any disbursement from the Construction Fund. Any use of the term "including" herein shall not be a limitation as to any provision herein contained but shall mean and include, without limitation, the specific matters so referenced.

Section 5.02. Assignment. Neither this Agreement, nor the Loan or the proceeds thereof may be assigned by the Participant without the prior written consent of the Finance Authority and any attempt at such an assignment without such consent shall be void. The Finance Authority may at its option sell or assign all or a portion of its rights and obligations under this Agreement, the Authorizing Instrument, and the Bonds to an agency of the State or to a separate body corporate and politic of the State or to a trustee under trust instrument to which the Finance Authority, the State or any assignee is a beneficiary or party. The Finance Authority may at its option pledge or assign all or a portion of its rights under this Agreement, the Authorizing Instrument, and the Bonds to any person. The Participant hereby consents to any such pledge or assignment by the Finance Authority. This Agreement shall be binding upon and inure to the benefit of any permitted secured party, successor and assign.

Section 5.03. No Waiver. Neither the failure of the Finance Authority nor the delay of the Finance Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise of any other right, power or privilege.

Section 5.04. Modifications. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

Section 5.05. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth or as may be made in the Authorizing Instrument and the other papers delivered in connection herewith. In the event there is a conflict between the terms of this Agreement and the Authorizing Instrument, the terms of this Agreement shall control. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto. This Agreement shall not be deemed to be a merger or integration of the existing terms under any Prior Agreements except as expressly set forth in Section 4.03 herein.

Section 5.06. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the

Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

Section 5.07. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement on the part of the Finance Authority or the Participant to be performed shall be deemed by a court of competent jurisdiction to be contrary to law or cause the Bonds to be invalid as determined by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and waived and shall in no way affect the validity of the other provisions of this Agreement.

Section 5.08. Notices. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally or sent or transmitted to the appropriate destination as set forth below in the manner provided for herein. Notice to the Finance Authority shall be addressed to:

Indiana Finance Authority
SRF Programs
100 North Senate, Room 1275
Indianapolis, Indiana 46204
Attention: Director of Environmental Programs

or at such other address(es) or number(s) and to the attention of such other person(s) as the Finance Authority may designate by notice to the Participant. Notices to the Participant shall be addressed to:

City of Fort Wayne
200 East Berry, #470
Fort Wayne, IN 46802
Attention: Controller

or at such other address(es) or number(s) and to the attention of such other person(s) as the Participant may designate by notice to the Finance Authority. Any notice hereunder shall be deemed to have been served or given as of (a) the date such notice is personally delivered, (b) three (3) Business Days after it is mailed U.S. mail, First Class postage prepaid, (c) one (1) Business Day after it is sent on such terms by Federal Express or similar next-day courier, or (d) the same day as it is sent by facsimile transmission with telephonic confirmation of receipt by the person to whom it is sent.

Section 5.09. Expenses. The Participant covenants and agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Bonds and providing the necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs and expenses in connection with making and administering the Loan; (c) the costs and expenses of complying with its covenants made herein; and (d) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the Participant of or a default under this Agreement, the Authorizing Instrument or the Bonds. Notwithstanding clause (b) above, the Participant shall not be obligated to pay any of the fees, costs and expenses in connection with administering the Loan except as follows: (1) the Finance Authority may request and the Participant shall promptly pay (no later than the date first above written), a closing fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding $1,000, which may not be paid from a Loan disbursement; (2) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), an annual administrative fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding $1,000, which may not be paid from a Loan disbursement; (3) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-Use Fee in connection with the Loan, which may not be paid from a Loan disbursement; (4) for so long as the Finance Authority is the registered owner of the Bonds, at the direction of the Finance Authority, the interest rate on the Bonds may be adjusted to lower the interest rate on the Bonds, and the difference between the amount payable as the original rate on the Bonds and the lower rate shall be deemed an additional administrative fee in connection with the Wastewater SRF Program; and (5) the Participant shall only be obligated to pay fees, costs and expenses of the Finance Authority's counsel and financial advisers in connection with making the Loan up to $10,000, which may be paid from a Loan disbursement.

Section 5.10. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

Section 5.11. Term. This Agreement shall terminate at such time as the Participant has fully met and discharged all of its obligations hereunder, which term may extend beyond the final payment of the Bonds or provision for the payment of the Bonds pursuant to the Authorizing Instrument.

Section 5.12. Non-Collusion. The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Loan.

Section 5.13. Federal Award Information. The CFDA Number for the Finance Authority's Wastewater SRF Program (also known as the Clean Water SRF Loan Program) is 66.458 and the Federal Agency & Program Name is "US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds."

(End of Article V)

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BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

CITY OF FORT WAYNE, INDIANA

"Participant"

By: _____

Printed: _____

Title: _____

Attest: _____

INDIANA FINANCE AUTHORITY

"Finance Authority"

By: _____
James P. McGoff
Director of Environmental Programs

Attested by Finance Authority Staff:

By: _____

EXHIBIT A
Project Description

The Project consists of the following improvements to the Participant's Treatment Works:

- Modifications to three existing regulator structures (Brown Street, Rolling Mills, and Hanna Street), including the installation of hydraulic gates, overflow piping, valve vaults, check valves, flowmeters, SCADA control, and electrical work.

[The Project contains components that are GPR Projects, which GPR Projects Expenditures have been determined and are expected as of the date of this Agreement to be in the amount as set forth in the Participant's business case or categorical exclusion which is posted at www.srf.in.gov.]

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

[End of Exhibit A]

EXHIBIT B
Principal Payment Schedule for the Bonds

Maturity Date	Principal Amount	Maturity Date	Principal Amount
08/01/2020	$	08/01/2041	
08/01/2021		02/01/2042	
08/01/2022		08/01/2042	
08/01/2023		02/01/2043	
08/01/2024		08/01/2043	
08/01/2025		02/01/2044	
08/01/2026		08/01/2044	
08/01/2027		02/01/2045	
08/01/2028		08/01/2045	
08/01/2029		02/01/2046	
08/01/2030		08/01/2046	
08/01/2031		02/01/2047	
08/01/2032		08/01/2047	
08/01/2033		02/01/2048	
02/01/2034		08/01/2048	
08/01/2034		02/01/2049	
02/01/2035		08/01/2049	
08/01/2035		02/01/2050	
02/01/2036		08/01/2050	
08/01/2036		02/01/2051	
02/01/2037		08/01/2051	
08/01/2037		02/01/2052	
02/01/2038		08/01/2052	
08/01/2038		02/01/2053	
02/01/2039		08/01/2053	
08/01/2039		02/01/2054	
02/01/2040		08/01/2054	
08/01/2040		02/01/2055	
02/01/2041			
		TOTAL	$

[End of Exhibit B]

EXHIBIT C
Credit Instrument

Credit Providers rated on a long term basis lower than "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc. are:

- None.

[End of Exhibit C]

Exhibit D
Additional Terms

A. The following additional terms in this Paragraph A (related to costs of Planning or Design being treated as Eligible Costs under this Agreement and the related defined terms) are [NOT] applicable to the Loan:

"Equivalency Project" shall mean a project designated by the Finance Authority as an "equivalency project" under the Clean Water Act related to the "US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds" for the federal fiscal year ending September 30, 2019 (or such later federal fiscal year as the Finance Authority may otherwise designate).

"A/E Services" shall mean professional services related to the Planning or Design of the Project including for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services.

The Participant understands and acknowledges that the Project has been designated as an Equivalency Project and is required to meet the related applicable requirements of the Clean Water Act which among other requirements requires that for costs of Planning or Design (including costs for A/E Services) to be treated as Eligible Costs under this Agreement, such services (and the related contract) are required to be negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended). In connection with any request for disbursement of the Loan that is submitted by the Participant to the Finance Authority to provide for the payment of any costs of Planning or Design (including costs for A/E Services), the Participant represents and warrants that such costs relate only to services provided under a contract negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended).

B. The following additional terms in this Paragraph B (related to GPR Projects and the related defined terms) are [NOT] applicable to the Loan.

"GPR Projects" shall mean Project components that meet the requirement of the "Green Project Reserve (GPR) Sustainability Incentive Program" consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

"GPR Projects Adjustment Fee" shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program's interest rate policies and practices using the final, actual GPR Projects Expenditures (rather than the GPR Projects Business

Case Amount), all as determined by the Finance Authority.

"GPR Projects Business Case Amount" shall mean the amount referenced in the Participant's business case related to GPR Projects as was set in the Participant's Preliminary Engineering Report (or categorical exclusion) posted at www.srf.in.gov, uses of funds information submitted to the Finance Authority after the Project was bid or some other submitted information that was used by the Finance Authority prior to the date of this Agreement to set a special interest rate under the Wastewater SRF Program's interest rate policies and practices applicable to the Bonds.

"GPR Projects Expenditures" shall mean those costs and expenses incurred by the Participant that are part of the Project which are GPR Projects in nature (within the meaning of the Wastewater SRF Act) as determined by the Finance Authority, in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program's interest rate policies and practices.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a GPR Projects project. In the event GPR Projects Expenditures are hereafter determined by the Finance Authority to be less than the GPR Projects Business Case Amount, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a GPR Projects Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its GPR Projects Expenditures when and as required by SRF Policy Guidelines. The Participant understands and acknowledges that it is required to submit a business case or categorical exclusion documenting the GPR Projects and the GPR Projects Business Case Amount prior to loan closing or if a request is made pursuant to Section 3.02(f) of this Agreement.

C. *The following additional terms in this Paragraph C (related to Non-point Source Projects and the related defined terms) are [NOT] applicable to the Loan:*

"Non-point Source Adjustment Fee" shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program's interest rate policies and practices using the final, actual Non-point Source Expenditures (rather than the amount referenced in the Participant's post-bid and other documents submitted to the Finance Authority), all as determined by the Finance Authority.

"Non-point Source Expenditures" shall mean those costs and expenses incurred by the Participant that are Non-point Source Projects in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program's interest rate policies and practices.

"Non-point Source Projects Amount" shall mean the amount referenced in the Participant's post-bid and other documents submitted to the Finance Authority prior to the date of this Agreement to set a special interest rate under the Wastewater SRF Program's interest rate policies and practices applicable to the Bonds

"Non-point Source Projects" shall mean Project components that meet the requirement of SRF Policy Guidelines and the Wastewater SRF Act to be non-point source in nature as determined by the Finance Authority.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a non-point source project. In the event Non-point Source Expenditures are hereafter determined by the Finance Authority to be less than the Non-point Source Projects Amount, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-point Source Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its Non-point Source Expenditures when and as requested by SRF Policy Guidelines.

[End of Exhibit D]

BILL NO. _____

SPECIAL ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AUTHORIZING THE CURRENT REFUNDING BY THE CITY OF CERTAIN OUTSTANDING SEWAGE WORKS REVENUE BONDS, THE ACQUISITION AND INSTALLATION OF CERTAIN IMPROVEMENTS TO THE CITY'S SEWAGE WORKS, AND THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SEWAGE WORKS AND OTHER RELATED MATTERS, AND REPEALING ORDINANCES INCONSISTENT HEREWITH

WHEREAS, the City of Fort Wayne, Indiana ("City") owns and operates a sewage works by and through its Board of Public Works ("Board") for the collection and treatment of sewage and other wastes ("Sewage Works"), pursuant to the provisions of Indiana Code 36-9-23, as in effect on the date of delivery of the bonds authorized herein; and

WHEREAS, the Board has determined and recommended to the Common Council of the City ("Common Council") that certain improvements and extensions to the Sewage Works, as more fully set forth in summary fashion in Exhibit A hereto and made a part hereof ("Project"), are necessary; and

WHEREAS, the City has employed consulting engineers ("Consulting Engineers") to prepare and file plans, specifications, and estimates of the costs of the Project, which plans, specifications and estimates, to the extent required by law, have been or will be duly submitted to and approved by all governmental authorities having jurisdiction thereof, including, without limitation, the Indiana Department of Environmental Management ("Department"); and

WHEREAS, the Common Council finds that the estimates prepared and delivered by the Consulting Engineers with respect to the costs (as defined in Indiana Code 36-9-23-11) of the Project, and including all costs relating thereto, including the costs of issuance of bonds for the

Project and BANs (as hereinafter defined) on account of the financing of all or a portion thereof, is in an amount not to exceed $310,000,000; and

WHEREAS, the Common Council finds that certain hereinafter described 2009B Bonds of the Sewage Works may be refunded to obtain a reduction in interest payments and effect a savings to the City; that the refunding of the outstanding 2009B Bonds ("Refunding"), together with redemption premium, if any, and accrued interest thereon and including all costs related to the Refunding will require funds not to exceed $21,000,000; that the total cost of the Refunding cannot be provided for entirely out of funds of the Sewage Works now on hand and the Refunding should be accomplished by the use of certain funds on hand and the issuance of revenue bonds of the Sewage Works; and

WHEREAS, the Common Council finds that to provide funds necessary to pay for the costs of the Project and the Refunding it will be necessary for the City to issue sewage works revenue bonds, in one or more series, and, if necessary, bond anticipation notes ("BANs"), in an aggregate principal amount not to exceed Three Hundred Thirty-one Million Dollars ($331,000,000); and

WHEREAS, pursuant to Ordinance No. S-65-09 adopted by the Common Council on June 9, 2009 ("2009 Bond Ordinance"), the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2009, Series A" ("2009A Bonds"), outstanding after August 1, 2019, in the amount of $2,712,285, bearing interest at the rate of 0.16% and maturing in various amounts annually on August 1 in the years 2020 to and including 2030; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage

Works Revenue Bonds of 2009, Series B" ("2009B Bonds"), outstanding after August 1, 2019, in the amount of $18,855,961, bearing interest at the rate of 4.16% and maturing in various amounts annually on August 1 in the years 2020 to and including 2030; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2011, Series A" ("2011A Bonds"), outstanding after August 1, 2019, in the amount of $22,090,000, bearing interest at the rate of 2.80% and maturing in various amounts annually on August 1 in the years 2020 to and including 2026; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2011, Series B" ("2011B Bonds"), outstanding after August 1, 2019, in the amount of $22,032,000, bearing interest at the rate of 2.29% and maturing in various amounts annually on August 1 in the years 2020 to and including 2031; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2012, Series A" ("2012A Bonds"), outstanding after August 1, 2019, in the amount of $7,170,000, bearing interest at the rate of 1.78% and maturing in various amounts annually on August 1 in the years 2020 to and including 2032; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2012, Series B" ("2012B Bonds"), outstanding after August 1, 2019, in the amount of $9,410,000, bearing interest at various rates and maturing in various amounts annually on August 1 in the years 2020 to and including 2027; and

WHEREAS, pursuant to Ordinance No. S-105-12 adopted by the Common Council on October 23, 2012 ("2012 Bond Ordinance"), the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Refunding Revenue Bonds of 2012" ("2012 Refunding Bonds"), outstanding after August 1, 2019, in the amount of $6,320,000, bearing interest at the rate of 1.45% and maturing in various amounts annually on August 1 in the years 2020 to and including 2022; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2013, Series A" ("2013A Bonds"), outstanding after August 1, 2019, in the amount of $19,325,000, bearing interest at the rate of 1.95% and maturing in various amounts annually on August 1 in the years 2020 to and including 2024; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2013, Series B" ("2013B Bonds"), outstanding after August 1, 2019, in the amount of $42,260,000, bearing interest at various rates and maturing in various amounts annually on August 1 in the years 2025 to and including 2033; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2014, Series A" ("2014A Bonds"), outstanding after August 1, 2019, in the amount of $13,227,000, bearing interest at the rate of 2.35% and maturing in various amounts annually on August 1 in the years 2020 to and including 2033; and

WHEREAS, pursuant to Ordinance No. S-94-14 adopted by the Common Council on July 22, 2014 ("2014 Bond Ordinance"), the City has heretofore issued revenue bonds payable

from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2014, Series B" ("2014B Bonds"), outstanding after August 1, 2019, in the amount of $58,157,000, bearing interest at the rate of 3.074% and maturing in various amounts annually on August 1 in the years 2020 to and including 2033 and semiannually on February 1 and August 1 in 2034; and

WHEREAS, pursuant to the 2014 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Taxable Sewage Works Revenue Bonds of 2014, Series C" ("2014C Bonds"), outstanding after August 1, 2019, in the amount of $4,195,000, bearing interest at the rate of 3.074% and maturing in various amounts annually on August 1 in the years 2020 to and including 2033 and semiannually on February 1 and August 1 in 2034; and

WHEREAS, pursuant to Ordinance No. S-16-05-16 adopted by the Common Council on May 24, 2016 ("2016 Bond Ordinance") and the 2014 Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2016, Series A" ("2016A Bonds"), outstanding after August 1, 2019, in the amount of $99,790,000, bearing interest at the rate of 2.00% and maturing in various amounts annually on August 1 in the years 2020 to and including August 1, 2033 and semiannually on February 1 and August 1 in in the years 2034 to and including February 1, 2039; and

WHEREAS, pursuant to the 2016 Bond Ordinance and the 2014 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2016, Series B" ("2016B Bonds"), outstanding after August 1, 2019, in the amount of $135,434,699, bearing interest at the rate of 3.06% and

maturing in various amounts annually on August 1 in the years 2020 to and including August 1, 2033 and semiannually on February 1 and August 1 in the years 2034 to and including August 1, 2046; and

WHEREAS, pursuant to the 2016 Bond Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Refunding Revenue Bonds of 2016" ("2016 Refunding Bonds"), outstanding after August 1, 2019, in the amount of $25,230,000, bearing interest at various interest rates and maturing in various amounts annually on August 1 in the years 2020 to and including August 1, 2027; and

WHEREAS, pursuant to Ordinance No. S-141-17 adopted by the Common Council on December 12, 2017 ("2017 Bond Ordinance"), the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Refunding Revenue Bonds of 2017, Series A and B" ("2017 Refunding Bonds"), outstanding after August 1, 2019, in the amount of $29,430,000, bearing interest at the rate of 2.53% and maturing in various amounts annually on August 1 in the years 2020 to and including August 1, 2030; and

WHEREAS, pursuant to Ordinance No. S-91-18 adopted by the Common Council on September 25, 2018 ("2018 Bond Ordinance") (together with the 2009 Bond Ordinance, the 2012 Bond Ordinance, the 2014 Ordinance, the 2016 Ordinance and the 2017 Ordinance, collectively, the "Prior Ordinances"), the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2018, Series B" ("2018B Bonds" and with the 2009A Bonds, the 2009B Bonds, the 2011A Bonds, the 2011B Bonds, the 2012A Bonds, the 2012B Bonds, the 2012 Refunding Bonds, the 2013A Bonds, the 2013B Bonds, the 2014A Bonds, 2014B Bonds, the 2014C Bonds, the 2016A Bonds,

the 2016B Bonds, the 2016 Refunding Bonds and the 2017 Refunding Bonds, collectively, the "Prior Bonds"), outstanding after August 1, 2019, in the amount of $21,565,000, bearing interest at the rate of 2.86% and maturing in various amounts annually on August 1 in the years 2020 to and including August 1, 2033 and semiannually on February 1 and August 1 in the years 2034 to and including August 1, 2039; and

WHEREAS, the Prior Bonds each rank on a parity with each other and each constitutes a first charge against the net revenues of the Sewage Works; and

WHEREAS, the Common Council finds that the 2009B Bonds (hereinafter, "Refunded Bonds") should be refunded pursuant to the provisions of IC 5-1-5 to enable the City to obtain a reduction in interest payments and effect a savings to the City; and

WHEREAS, Section 17 of the 2009 Ordinance, Section 18 of the 2012 Bond Ordinance, Section 17 of the 2014 Bond Ordinance, Section 17 of the 2016 Bond Ordinance, Section 18 of the 2017 Bond Ordinance and Section 17 of the 2018 Bond Ordinance, each authorize the issuance of additional revenue bonds ranking on a parity basis with the Prior Bonds for such purposes, so long as certain conditions are met; and

WHEREAS, the Common Council has been advised by the City's municipal advisor and now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of revenue bonds on a parity basis with the Prior Bonds to provide the necessary funds to be applied to the costs of the Project and the Refunding and all authorized costs relating thereto have been complied with in accordance with the provisions of the Prior Ordinances; and

WHEREAS, the City shall enter into one or more Financial Assistance Agreements with the Indiana Finance Authority ("Authority") as part of its wastewater loan program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 ("SRF Program"),

pertaining to all or a portion of the Project and the financing thereof ("Financial Assistance Agreement"); and

WHEREAS, the Common Council has been advised that it may be cost efficient to purchase one or more debt service reserve sureties for the bonds authorized herein; and

WHEREAS, the Common Council desires to authorize the issuance of BANs hereunder, if necessary, in one or more series, payable solely from the proceeds of the bonds issued hereunder and to authorize the refunding of the BANs, if issued; and

WHEREAS, the City reasonably expects to reimburse certain preliminary costs of the Project with proceeds of debt to be incurred by the City in an amount not to exceed $310,000,000; and

WHEREAS, the Common Council therefore seeks to authorize the issuance of revenue bonds and BANs to finance the Project and to refund the Refunded Bonds pursuant to the provisions of IC 5-1-5 and IC 36-9-23, each as in effect on the date of delivery of the bonds authorized herein (collectively, "Act"), subject to and dependent upon the terms and conditions hereinafter set forth in this ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

Section 1. Authorization of the Project and the Refunding; Reimbursement. The City, acting by and through the Board and as the owner and operator of the Sewage Works for the collection and treatment of sewage and other wastes, hereby orders, authorizes and directs the Board to proceed with the Project, pursuant to the Act and in accordance with the plans, specifications and cost estimates prepared and filed with the Board by the Consulting Engineers, which plans, specifications and cost estimates are hereby adopted and approved and, by

reference, incorporated fully into this ordinance, and two copies of which are now on file or upon completion, shall be placed on file, in the office of the Board and open for public inspection. The actions of the Board in connection with the Project are hereby authorized, approved, ratified and confirmed.

The City shall provide funds for refunding the Refunded Bonds thereby reducing its interest payments and effecting a savings, as reported by the City's municipal advisor, Baker Tilly Municipal Advisors, LLC. The City, acting by and through the Board and as the owner and operator of the Sewage Works for the collection and treatment of sewage and other wastes, hereby orders, authorizes and directs the Board to proceed with the refunding of the Refunded Bonds. The actions of the Board in connection with the refunding of the Refunded Bonds are hereby authorized, approved, ratified and confirmed.

Where used in this ordinance, the term "City" shall be construed also to include any department, board, commission or officer or officers of the City or of any City department, board or commission. The terms "Sewage Works," "sewage works," "works" and similar terms used in this ordinance shall be construed to mean and include the Treatment Works, as defined in the Financial Assistance Agreement, the existing structures and property of the Sewage Works and all enlargements, improvements, extensions and additions thereto, and replacements thereof, now or subsequently constructed or acquired, from the proceeds of the bonds authorized herein or otherwise. Such Project shall be constructed, the Refunding shall be accomplished and the bonds and BANs herein authorized shall be issued pursuant to the provisions of this ordinance and the Act.

The City hereby declares its official intent to complete the Project; to reimburse certain costs of completing the Project with proceeds of debt to be incurred by the City, and to issue debt

not exceeding $310,000,000 in aggregate principal amount for purposes of paying and reimbursing costs of the Project.

Section 2. Issuance of BANs and Bonds. (a) The City hereby authorizes the Controller of the City ("Controller") to prepare and issue, if necessary, the BANs for the purpose of procuring interim financing to apply on the cost of the Project. The BANs may be issued, in one or more series, in an aggregate principal amount not to exceed Three Hundred Ten Million Dollars ($310,000,000) to be designated "[Taxable] Sewage Works Bond Anticipation Notes of ____" (to be completed with the year in which issued and appropriate series designation, if any). Each series of BANs shall be sold at not less than par value if sold to the Authority as part of its SRF Program or not less than 99% of the par value thereof if sold to any other purchaser, shall be numbered consecutively from 1 upward, shall be in any multiple of One Dollar ($1), as designated in the BAN Purchase Agreement (as hereinafter defined), shall be dated as of the date of delivery thereof, and shall bear interest at a rate not to exceed 6.0% per annum (the exact rate or rates to be determined through negotiations with the purchaser of the BANs) payable upon maturity. Each series of BANs will mature no later than five (5) years after their date of delivery. The BANs are subject to renewal or extension at an interest rate or rates not to exceed 6.0% per annum (the exact rate or rates to be negotiated with the purchaser of the BANs). The term of the BANs and all renewal BANs may not exceed five years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof.

Notwithstanding anything in this ordinance to the contrary, any series of BANs issued hereunder, may bear interest that is taxable and included in the gross income of the owners thereof. If any such BANs are issued on a taxable basis, the designated name shall include the term "Taxable" as the first word in the designated name.

The BANs shall be issued pursuant to IC 5-1.5-8-6.1 if sold to the Indiana Bond Bank, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 if sold to the Authority, or pursuant to IC 5-1-14-5 if sold to a financial institution or any other purchaser. The City shall pledge to the payment of the principal of and interest on the BANs the proceeds from the issuance of the bonds pursuant to and in the manner prescribed by the Act. The bonds will be payable out of and constitute a first charge against the Net Revenues (herein defined as gross revenues, inclusive of System Development Charges (as hereinafter defined), after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, excluding transfers for payments in lieu of property taxes ("PILOTs")) of the Sewage Works of the City, on a parity with the Prior Bonds. For purposes of this ordinance, "System Development Charges" shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges that are available for deposit under this ordinance; provided, however, that any System Development Charges that are enacted under IC 36-9-23-29, shall be considered as Net Revenues of the sewage works.

(b) In accordance with the Act and for the purpose of providing funds with which to pay the costs of the Project and the cost of the Refunding, providing funds for the Reserve Accounts (as hereinafter defined), all authorized costs relating to the Project and the Refunding and the financing, including the costs of issuance of the Bonds, as hereinafter defined, on account thereof, and any premiums for debt service reserve sureties, the City shall issue and sell its sewage works revenue bonds, in one or more series, in the aggregate principal amount not to exceed Three Hundred Thirty-one Million Dollars ($331,000,000).

The bonds shall be issued in one or more series designated as the "[Taxable] Sewage Works Revenue [[and] Refunding Revenue] Bonds of 20___, [Series ___]" to be completed with

the year in which issued and the appropriate series designation, if any (collectively, "Bonds"). Each series of Bonds shall be issued as fully registered bonds in the denomination of One Dollar ($1) or integral multiples thereof if sold to the Authority as part of its SRF Program, or in denominations of $5,000 or integral multiples thereof if sold to any other purchaser. If the Bonds are sold to a sophisticated investor, the Bonds may be issued in minimum denominations of $100,000 and integral multiples of $5,000 thereafter. Each series of Bonds shall be sold at a price not less than par value if sold to the Authority as part of its SRF Program or not less than 99% of the par value thereof if sold to any other purchaser. The Bonds shall bear an original issue date which shall be the date of issuance of the Bonds. The Bonds shall be numbered consecutively from 1 up; the Bonds issued to refund the Refunded Bonds ("Refunding Bonds") shall bear interest at a rate or rates not exceeding four percent (4.0%) per annum and the Bonds issued to pay all or a portion of the Project ("New Money Bonds") shall bear interest at a rate or rates not exceeding six percent (6%) per annum, the exact rate or rates to be determined by bidding or through negotiation or competitive bidding. Interest on the Bonds shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred and sixty (360)-day year and shall be payable semiannually on February 1 and August 1 in each year, commencing on the first February 1 or the first August 1, following the original date of the Bonds as determined by the Controller, with the advice of the City's municipal advisor. The principal of the Bonds shall mature annually on August 1 of each year, provided that beginning on February 1, 2034, principal shall be payable semiannually on February 1 and August 1. The Refunding Bonds shall mature no later than August 1, 2030 and the New Money Bonds shall mature no later than August 1, 2060. The New Money Bonds shall mature in amounts that either (i) produce as level annual debt service as practicable with $5,000 denominations, taking into

account the annual debt service on the Prior Bonds and all other series of Bonds issued under this ordinance, (ii) produce forecasted coverage to allow the successful marketing of the New Money Bonds, or (iii) allow the City to meet the coverage and/or amortization requirements of the SRF Program. Such debt service schedule for any New Money Bonds sold to the Authority as part of its SRF Program shall be finalized and set forth in the Financial Assistance Agreement and shall provide a final maturity for the New Money Bonds ending no later than the number of years after substantial completion of the Project as determined and set forth in the Financial Assistance Agreement. The Refunding Bonds shall mature in amounts that either (i) maintain the approximate annual debt service less the annual savings as a result of the refunding; or (ii) maximize savings.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the purchaser. Such term bonds shall have a stated maturity or maturities on February 1 or August 1 in the years as determined by the successful bidder, but in no event later than the final serial maturity date of the Bonds as determined in the above paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates which are hereinafter determined in accordance with the above paragraph.

Each series of Bonds shall rank on a parity with the other for all purposes, including the pledge of Net Revenues under this ordinance.

Notwithstanding anything in this ordinance to the contrary, any series of Bonds issued hereunder, may bear interest that is taxable and included in the gross income of the owners thereof. If any such Bonds are issued on a taxable basis, the designated name shall include the term "Taxable" as the first word in the designated name.

Notwithstanding anything contained herein, the City may accept any other forms of financial assistance, as and if available, from the SRF Program (including without limitation any forgivable loans, grants or other assistance whether available as an alternative to any Bond or BAN related provision otherwise provided for herein or as a supplement or addition thereto). If required by the SRF Program to be eligible for such financial assistance, one or more of the series of the Bonds issued hereunder may be issued on a basis such that the payment of the principal of or interest on such series of Bonds is junior and subordinate to the payment of the principal of and interest on other series of Bonds issued hereunder (and/or any other revenue bonds secured by a pledge of Net Revenues, whether now outstanding or hereafter issued), all as provided by the terms of such series of Bonds as modified pursuant to this authorization. Such financial assistance, if any, shall be as provided in the Financial Assistance Agreement and the Bonds of each series of Bonds issued hereunder (including any modification made pursuant to the authorization in this paragraph to the form of Bond otherwise contained herein).

(c) The Mayor and Controller are authorized, on behalf of the City, to select and appoint a qualified financial institution to serve as Registrar and Paying Agent for the Bonds, which Registrar is hereby charged with the responsibility of authenticating the Bonds ("Registrar" or "Paying Agent"). The Controller is hereby authorized, on behalf of the Board, to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of a Registrar and Paying Agent. The Controller is further authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the Sewage Works Sinking Fund established to pay the principal of and interest on the Bonds and fiscal agency charges.

As to the BANS and as to the Bonds, if any purchaser does not object to such designation, the Controller may serve as Registrar and Paying Agent and is hereby charged with the duties of a Registrar and Paying Agent.

If any Bonds or BANs are sold to the Authority as part of its SRF Program, the principal of and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Authority is the owner of the Bonds or BANs, such Bonds and BANs shall be presented for payment as directed by the Authority.

If wire transfer payment is not required and for any Bonds not sold to the Authority, the principal of the Bonds shall be payable at the principal office of the Paying Agent and all payments of interest on the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof, as the names appear as of the fifteenth day of the month preceding the interest payment date ("Record Date"), at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). Notwithstanding anything to the contrary herein, the Bonds shall not be required to be

presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of the Bonds or earlier payment in full of the Bonds.

All payments on the BANs and Bonds shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the principal office of the Registrar, by the registered owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City. The City and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving 30 days' notice in writing to the City and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such 30 day period or upon the earlier appointment of a successor registrar and paying agent by the City. Any such notice to the City may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the City, in

which event the City may appoint a successor registrar and paying agent. The City shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the City, the Controller is authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Controller is further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the Sewage Works Sinking Fund as set forth in Section 13 hereof. Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

Interest on any Bonds sold to the Authority as part of its SRF Program shall be payable from the date or dates of payments made by the Authority as part of its purchase of the Bonds as set forth in the Financial Assistance Agreement. Interest on all other Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Bonds unless the Bonds are authenticated after the Record Date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Bonds are authenticated on or before the Record Date preceding the first interest payment date, in which case they shall bear interest from the original date until the principal shall be fully paid.

(d) The City has determined that it may be beneficial to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). The Bonds may be initially issued in the form of a separate single authenticated fully registered bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such book-entry Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this ordinance. The City and the Registrar and Paying

Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this resolution shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable

and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this resolution.

If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this ordinance and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

(e) In the event any Bond is mutilated, lost, stolen or destroyed, the City may cause to be executed and the Registrar may authenticate a new Bond of like date, maturity, series and denomination as the mutilated, lost, stolen or destroyed Bond, which new Bond shall be marked in a manner to distinguish it from the Bond for which it was issued; provided, that in the case of

any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together with indemnity satisfactory to them. In the event that any such mutilated, lost, stolen or destroyed Bond shall have matured or been called for redemption, instead of causing to be issued a duplicate Bond, the Registrar and Paying Agent may pay the same upon surrender of the mutilated Bond or upon satisfactory indemnity and proof of loss, theft or destruction in the case of a lost, stolen or destroyed Bond. The City and the Registrar and Paying Agent may charge the owner of any such Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of any Bond being lost, stolen or destroyed shall, with respect to such Bond, constitute a substitute contractual obligation of the City pursuant to this ordinance, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this ordinance, equally and proportionately with any and all other Bonds duly issued hereunder.

In the event that any Bond is not presented for payment or redemption on the date established therefor, the City may deposit in trust with the Paying Agent an amount sufficient to pay such Bond or the redemption price thereof, as appropriate, and thereafter the owner of such Bond shall look only to the funds so deposited in trust with the Paying Agent for payment and the City shall have no further obligation or liability with respect thereto.

Section 3. Redemption of BANs and Bonds. (a) The BANs are prepayable by the City, in whole or in part, on any date, upon 20 days' notice to the owner of the BANs, without any premium.

(b) For any New Money Bonds not sold to the Authority as part of its SRF Program, the New Money Bonds are redeemable at the option of the City, but no sooner than eight (8) years from their date of issuance, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value, together with either no premium or a premium not to exceed 1%, plus in each case accrued interest to the date fixed for redemption. The exact redemption features shall be determined by the Controller with the advice of the City's municipal advisor prior to the sale of the New Money Bonds.

For any Refunding Bonds not sold to the Authority as part of its SRF Program, the Refunding Bonds are redeemable at the option of the City, but no sooner than February 1, 2028, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value, together with either no premium or a premium not to exceed 1%, plus in each case accrued interest to the date fixed for redemption. The exact redemption features shall be determined by the Controller with the advice of the City's municipal advisor prior to the sale of the Refunding Bonds.

For any Bonds sold to the Authority as part of its SRF Program, such Bonds are redeemable at the option of the City, but no sooner than ten (10) years after their date of delivery, and thereafter on any date, on sixty (60) days' notice, in whole or in part, in inverse order of maturity, and by lot within a maturity, at face value together with a premium no greater than 2%, plus accrued interest to the date fixed for redemption; provided, however, if the Bonds are sold to the SRF Program and registered in the name of the Authority, the Bonds shall not be redeemable at the option of the City unless and until consented to by the Authority. The exact redemption features shall be established by the Controller, with the advice of the City's municipal advisor, prior to the sale of the Bonds.

If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

Each authorized denomination amount or each principal amount of $5,000 (if $1.00 denominations are not used) shall be considered a separate bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

(b) In either case, notice of such redemption shall be given not less than sixty (60) days, for any Bonds sold to the Authority as part of its SRF Program, and at least thirty (30) days for any Bonds sold to another purchaser, prior to the date fixed for redemption by mail unless the

notice is waived by the registered owner of a Bond. Such notice shall be mailed to the address of the registered owners as shown on the registration records of the City as of the date which is sixty-five (65) days for any Bonds sold to the Authority as part of its SRF Program, and forty-five (45) days for any Bonds sold to another purchaser, prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption shall be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the principal office of the Paying Agent to pay the redemption price on the date so named. Coincidentally with the payment of the redemption price, the Bonds so called for redemption shall be surrendered for cancellation.

Section 4. Execution and Authentication of the Bonds and BANs. The Bonds and BANs shall be executed in the name of the City by the manual or facsimile signature of the Mayor of the City ("Mayor"), countersigned by the manual or facsimile signature of the Controller and attested by the manual or facsimile signature of the Clerk of the City ("Clerk"), who shall cause the seal of the City or a facsimile thereof to be affixed to each of the Bonds and BANs. These officials, by the signing of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures their facsimile signatures appearing on the Bonds and BANs. The Bonds shall be authenticated by the manual signature of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed. In case any official whose signature appears on any Bond or BAN shall cease to be such official before the delivery of such Bond or BAN, the signature of such official shall nevertheless be valid and sufficient for all purposes, the same as if such official had been in office at the time of such delivery. Subject to the provisions of this ordinance regarding the

registration of the Bonds, the Bonds shall be fully negotiable instruments under the laws of the State of Indiana.

Section 5. Security and Sources of Payment for the Bonds. The Bonds, as and to the extent paid for and delivered to the purchaser thereof as to both principal and interest, shall be valid and binding special revenue obligations of the City, payable solely from and secured by an irrevocable pledge of and constituting a first charge upon all of the Net Revenues to be set aside into the Sewage Works Sinking Fund as herein provided and shall rank on a parity with the Prior Bonds. The City shall not be obligated to pay the Bonds or the interest thereon except from the Net Revenues of the Sewage Works, and the Bonds shall not constitute an indebtedness of the City within the meaning of the provisions and limitations of the constitution of the State of Indiana.

Section 6. Form of the Bonds. The form and tenor of the Bonds shall be substantially as set forth in Exhibit B attached hereto and incorporated herein as if set forth at this place (with all blanks to be filled in properly and all necessary additions and deletions to be made prior to the delivery thereof).

Section 7. Issuance, Sale and Delivery of the BANs and the Bonds; Official Statement; Continuing Disclosure; and Bond Purchase Agreement. (a) The Controller is hereby authorized and directed to have the BANs and Bonds prepared, and the Mayor, the Controller and the Clerk are each hereby authorized and directed to execute, and attest as appropriate, the BANs and the Bonds in the form and manner herein provided. The Controller is hereby authorized and directed to deliver the BANs and the Bonds to the respective purchasers thereof after sale made in accordance with the provisions of this ordinance, provided that at the time of said delivery the Controller shall collect the full amount which the respective purchasers have

agreed to pay therefor, which amount shall not be less than par value of the BANs if sold to the Authority as part of its SRF Program, not less than 99% of the par value of the BANs if sold to any other purchaser, not less than par value of the Bonds if sold to the Authority as part of its SRF Program, and not less than 99% of the par value of the Bonds if sold to any other purchaser, as the case may be. Payment for the BANs and any Bonds sold to the Authority as a part of its SRF Program may be made in installments. Each series of Bonds herein authorized and delivered to the purchaser shall be the binding special revenue obligations of the City. The proceeds derived from the sale of the Bonds and BANs shall be and are hereby set aside for application on the cost of the Project hereinbefore referred to, the refunding of the BANs, if issued, and/or the refunding of the Refunded Bonds, as the case may be, and the expenses necessarily incurred in connection with the BANs and Bonds. The proper officers of the City are hereby directed to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this ordinance.

(b) If any Bonds are sold by public sale, prior to the sale of the Bonds, the Controller shall cause to be published either (i) a notice of bond sale in the newspaper or newspapers published in the City which meet the requirements of IC 5-3-1, two times, at least one week apart, the first publication made at least fifteen (15) days before the date of the sale and the second publication being made at least three (3) days before the date of the sale, or (ii) a notice of intent to sell in the newspaper or newspapers published in the City which meet the requirements of IC 5-3-1 and the *Court & Commercial Record*, all in accordance with IC 5-1-11 and IC 5-3-1. The notice of such sale or a summary thereof may also be published in *The Bond Buyer*, a financial journal published in the City and State of New York and/or in other publications, in the discretion of the Controller. The notice shall state the character and amount

of the Bonds, the maximum rate of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Controller and the attorneys employed by the City shall deem advisable and any summary notice may contain any information deemed so advisable. The notice will also state that the winning bidder will agree to assist the City in establishing the issue price of the Bonds under Treas. Reg. Section 1.148-1(f) ("Issue Price Regulation"). The criteria for establishing the issue price under the Issue Price Regulation shall be set forth in the preliminary Official Statement and/or the bid form. The notice may provide, among other things, that electronic bidding will be permitted and that the successful bidder shall be required to submit a certified or cashier's check or a wire transfer in an amount equal to 1% of the principal amount of the Bonds described in the notice to guarantee performance on the part of the bidder, not later than 3:30 p.m. (Fort Wayne time) on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then said check and the proceeds thereof shall be the property of the City and shall be considered as its liquidated damages on account of such default. Bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and such interest rate or rates shall be in multiples of one eighth (1/8), one-twentieth (1/20) or one-hundredth (1/100) of one percent (1%). The notice may provide that the rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than 99% of the face amount of the Bonds will be considered. The opinion of Ice Miller LLP, bond counsel of Indianapolis, Indiana, approving the legality of the Bonds, will be furnished to the purchaser at the expense of the City.

The Bonds shall be awarded by the Controller to the best bidder who has submitted his bid in accordance with the terms of this ordinance, IC 5-1-11 and the notice of sale. The best bidder will be the one who offers the lowest net interest cost to the City, to be determined by computing the total interest on all of the Bonds to their maturities and adding thereto the discount bid, if any, and deducting the premium bid, if any. The right to reject any and all bids shall be reserved. If an acceptable bid is not received on the date of sale, the sale may be continued from day to day thereafter without further advertisement for a period of thirty (30) days, during which time no bid which provides a higher net interest cost to the City than the best bid received at the time of the advertised sale will be considered.

Distribution of an Official Statement (preliminary and final) prepared by Baker Tilly Municipal Advisors, LLC, on behalf of the City, is hereby approved and the Mayor or the Controller are authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this ordinance. The Mayor or the Controller are hereby authorized to designate the preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission ("Rule"). In lieu of delivering an Official Statement, the City may obtain an investment letter from the purchaser which satisfies federal and state securities laws applicable to such Bonds.

(c) If necessary to comply with the Rule, the City shall execute and deliver a form of Continuing Disclosure Undertaking ("Disclosure Undertaking"). The Mayor or the Controller are hereby authorized and directed to complete and execute the Disclosure Undertaking on behalf of the City, if necessary to comply with the Rule. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Disclosure Undertaking shall not be considered an event of default under the Bonds or this ordinance. If required by the Authority, in

connection with the SRF Program, the City is authorized to execute and deliver a form of Disclosure Undertaking in a form provided by the SRF Program. The Mayor and the Controller, together or individually, are authorized to complete and execute the Disclosure Undertaking on behalf of the City in connection with any series of Bonds sold to the Authority as part of the SRF Program.

(d) As an alternative to public sale, the Controller may negotiate the sale of any series of Bonds to the Authority as a part of its SRF Program. The Mayor and the Controller are hereby authorized to: (i) submit an application to the Authority as a part of its SRF Program; (ii) execute one or more Financial Assistance Agreements with the Authority with terms conforming to this ordinance; and (iii) sell such Bonds upon such terms as are acceptable to the Mayor and the Controller consistent with the terms of this ordinance. The SRF Program has provided a substantially final form of Financial Assistance Agreement, attached hereto as Exhibit C and incorporated herein by reference, which is hereby approved by the Common Council, and the Mayor and Controller are hereby authorized to execute and deliver the same, and to approve any changes in form or substance to the Financial Assistance Agreement, which are consistent with the terms of this ordinance, such changes to be conclusively evidenced by its execution.

(e) The Mayor and the Controller are hereby authorized to negotiate the sale of any series of Refunding Bonds in accordance with a Bond Purchase Agreement or Bond Placement Agreement ("Purchase Agreement") between the City and the purchaser, the purchasers or the placement agent of the Refunding Bonds. The Mayor and the Controller are authorized to execute the Purchase Agreement and deliver the Refunding Bonds to the purchaser of the Refunding Bonds so long as their terms are consistent with this ordinance. Such Purchase Agreement shall establish a final principal amount, interest rate, maturity schedule, optional

redemption features and term bond mandatory redemptions, if any. The Purchase Agreement will also state that the purchaser or placement agent, as the case may be, will agree to assist the City in establishing the issue price of the Refunding Bonds under Treas. Reg. Section 1.148-1(f).

(f) If required for the Refunding, the Controller is hereby authorized to appoint a financial institution to serve as escrow trustee ("Escrow Trustee") for the Refunded Bonds in accordance with the terms of the Escrow Agreement, between the City and the Escrow Trustee ("Escrow Agreement"). The Mayor and the Controller are hereby authorized and directed to complete, execute and attest the same on behalf of the City so long as its provisions are consistent with this ordinance.

(g) The execution, by either the Mayor, the Controller, any purchaser or placement agent of the Refunding Bonds or the City's municipal advisor, of a subscription for United States Treasury Obligations -- State and Local Government Series for investments of proceeds of the Refunding Bonds to be held under the Escrow Agreement in a manner consistent with this ordinance is hereby approved.

Section 8. Opinion of Bond Counsel. Prior to the delivery of any series of Bonds or BANs, the City shall obtain a legal opinion as to the validity of the Bonds and BANs from Ice Miller LLP, Indianapolis, Indiana, bond counsel for the City, with such opinion to be furnished to the purchasers of the Bonds and BANs at the expense of the City. The costs of obtaining any surety, other credit enhancement and/or credit ratings, together with bond counsel's fee in preparing and delivering such opinions and in the performance of related services in connection with the issuance, sale and delivery of the Bonds and BANs, shall be considered as a part of the cost of the Project or the Refunding and shall be paid out of the proceeds of the Bonds or BANs, as the case may be.

Section 9. Refunding of the Refunded Bonds. The Controller shall, with the assistance of the City's municipal advisor and legal counsel, determine the date the Refunded Bonds will be paid, which date will be as soon as legally possible after delivery of the Refunding Bonds. The City shall use Refunding Bond proceeds and funds on hand allocable to the Refunded Bonds to pay the principal of and interest and redemption premium, if any, on the Refunded Bonds due on the date on which the Refunded Bonds may be called for redemption. Concurrently with the delivery of the Refunding Bonds and to the extent required, the Controller may acquire, with the proceeds of the Refunding Bonds and cash on hand, direct obligations of or obligations the principal and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations") to be used, together with certain cash from the proceeds of the Refunding Bonds and cash on hand as set forth in the Escrow Agreement, to refund and legally defease the Refunded Bonds all as set forth in the Escrow Agreement. In order to refund the Refunded Bonds, the Controller shall deposit Government Obligations and certain cash with the Escrow Trustee under the Escrow Agreement in an amount sufficient to provide money for payment of the principal of and interest and redemption premium, if any, on the Refunded Bonds until the earliest date upon which the Refunded Bonds may be called for redemption.

The Controller shall obtain a verification of an accountant as to the sufficiency of the funds used to accomplish said refunding and legal defeasance of the Refunded Bonds. Costs of issuance of the Refunding Bonds not otherwise paid shall be paid from the remaining proceeds by the City. When all the costs of issuance of the Refunding Bonds have been paid, the Controller shall then transfer any amount then remaining from the proceeds of the Refunding Bonds to the Sinking Fund herein continued.

Section 10. Use of Proceeds of the Bonds and BANs; Costs of Issuance; City of Fort Wayne Sewage Works Construction Account. The proceeds from the sale of the Bonds and BANs shall be deposited and applied as follows:

(a) The accrued interest, if any, and any premium received at the time of delivery of the Bonds shall be deposited in the Sewage Works Sinking Fund continued by this ordinance. Any proceeds of the Bonds to be used for deposits into the Reserve Accounts shall be deposited into either the hereinafter defined 2016 Reserve Account, the Reserve Account or the SRF Reserve Account, as the case may be.

(b) The remaining proceeds from the sale of the Bonds, after allocating the amount needed to accomplish the refunding of the Refunded Bonds in accordance with Section 9 and to the extent not used to refund the BANs, and BANs issued to finance the Project shall be deposited in a bank or banks which are legally qualified depositories for the funds of the City, in the special account to be designated as "City of Fort Wayne Sewage Works Construction Account" ("Construction Account"). All funds deposited to the credit of the Sewage Works Sinking Fund or Construction Account shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, as amended and supplemented, and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10. Amounts in the Construction Account shall be expended only for the purpose of paying the costs of the Project, as described in this ordinance and in the Act, refunding the BANs if issued, together with all authorized costs relating thereto, including the costs of issuance of the Bonds and BANs, and as otherwise permitted or required by the Act and this ordinance. The cost of obtaining the services of Ice Miller LLP, the City Attorney and Baker Tilly Municipal Advisors, LLC, shall be

considered as a part of the cost of the Project on account of which the BANs and Bonds are issued. Any balance or balances remaining unexpended in the Construction Account after completion of the Project, which are not required to meet unpaid obligations incurred in connection with the construction of the Project, shall either (1) be paid into the Sewage Works Sinking Fund and used solely for the purposes of the Sewage Works Sinking Fund or (2) be used for the same purpose or type of project for which the Bonds were originally issued, all in accordance with Indiana Code 5-1-13, as amended. Pursuant to the Act, the owners of the Bonds shall be entitled to a lien on the proceeds of the Bonds until such proceeds are applied as required by this ordinance and by Indiana law.

(c) With respect to any Bonds sold to the Authority as part of its SRF Program, to the extent that (a) the total principal amount of the Bonds is not paid by the purchaser or drawn down by the City or (b) proceeds remain in the Construction Account and are not applied to the Project (or any modifications or additions thereto approved by the Department and the Authority), the City shall reduce the principal amount of the Bond maturities to effect such reduction in a manner that will still achieve the annual debt service as described in Section 2 subject to and upon the terms set forth in the Financial Assistance Agreement.

Section 11. Segregation and Application of Sewage Works Revenues. All revenues derived from the operation of the Sewage Works and from the collection of sewage rates and charges (including any System Development Charges that are not considered Net Revenues) shall be deposited in a special fund of the City ("Revenue Fund") and segregated and kept separate and apart from all other funds and bank accounts of the City. Out of said revenues the proper and reasonable expenses of operation, repair and maintenance of the Sewage Works shall be paid, the principal and interest of all bonds and fiscal agency charges of bank paying agents

shall be paid, the Reserve Accounts shall be funded, and the costs of replacements, extensions, additions and improvements shall be paid as hereinafter provided. PILOTs shall be made not more frequently than semiannually and may be made only if all monthly deposits required by this ordinance are current and held as of such dates in the Operation and Maintenance Fund and the Sinking Fund (each as defined herein). No moneys derived from the revenues of the Sewage Works shall be transferred to the General Fund of the City or be used for any purpose not connected with the Sewage Works, except as provided in Section 14 with respect to PILOTs. All moneys deposited in the Revenue Fund may be invested in accordance with IC 5-13, as amended and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10.

Section 12. Operation and Maintenance Fund. The Operation and Maintenance Fund is hereby continued. On the last day of each calendar month, revenues of the Sewage Works shall be transferred from the Revenue Fund to the Operation and Maintenance Fund. The balance maintained in this Fund shall be sufficient to pay the expenses of operation, repair and maintenance for the then next succeeding two calendar months. The moneys credited to this Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the sewage works on a day-to-day basis, but none of the moneys in such Fund shall be used for depreciation, replacements, improvements, extensions, additions or PILOTs. Any monies in said Fund in the excess of the expected expenses of operation, repair and maintenance for the next succeeding month may be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the outstanding bonds of the Sewage Works.

Section 13. Sewage Works Sinking Fund. (a) The special fund designated the "Sewage Works Sinking Fund," continued under the Prior Ordinances is hereby continued and

designated as the special fund for the payment of the interest on and principal of the Bonds and the payment of any fiscal agency charges in connection with the payment of the Bonds and interest thereon. There shall be set aside and deposited in the Sewage Works Sinking Fund ("Sinking Fund"), as available, and as hereinafter provided, a sufficient amount of the Net Revenues of the Sewage Works (including any System Development Charges that are considered Net Revenues) to meet the requirements of the Bond and Interest Account hereby continued and the Reserve Accounts hereby continued in the Sinking Fund. The special account within the Sinking Fund designated as the "Sewage Works Reserve Account," is hereby continued as a debt service reserve for all Prior Bonds except (i) those initially purchased by or for the account of the SRF Program; or (ii) those secured by the hereinafter described 2016 Reserve Account. The SRF Reserve Account is hereby continued as a debt service reserve for the Prior Bonds which were initially purchased by or for the account of the SRF Program and shall serve as the debt service reserve for all Bonds issued hereunder which are initially purchased by or for the account of the SRF Program. The 2016 Reserve Account is hereby continued and is constituted as a debt service reserve for certain Prior Bonds (the 2016 Refunding Bonds and the 2017 Refunding Bonds) and for any Bonds issued hereunder which are not initially purchased by or for the account of the SRF Program. Such payments shall continue until the balances in the Bond and Interest Account and the Reserve Accounts, equal the principal of and interest on all of the then outstanding bonds of the Sewage Works to their final maturity.

(b) Bond and Interest Account. There is hereby continued, within the Sinking Fund, the Bond and Interest Account. There shall be credited on the last day of each calendar month from the Revenue Fund to the Bond and Interest Account an amount of the Net Revenues equal to at least one-twelfth (1/12) of the principal and at least one-sixth (1/6) of the interest on all then

outstanding bonds payable on the then next succeeding principal and interest payment dates until the amount of interest and principal payable on the then next succeeding respective interest and principal payment dates shall have been so credited. Beginning on August 1, 2033, there shall be credited on the last day of each calendar month from the Revenue Fund to the Bond and Interest Account an amount of the Net Revenues equal to at least one-sixth (1/6) of the principal and at least one-sixth (1/6) of the interest on all then outstanding bonds payable on the then next succeeding principal and interest payment date until the amount of interest and principal payable on the then next succeeding interest and principal payment date shall have been so credited. There shall similarly be credited to the account any amount necessary to pay the bank fiscal agency charges for paying principal and interest on the then outstanding bonds as the same becomes payable. The City shall, from the sums deposited in the Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered owner or to the bank fiscal agency sufficient moneys to pay the interest on the due dates thereof together with the amount of bank fiscal agency charges.

(c) Reserve Accounts. On the date of delivery of any series of Bonds which are not initially purchased by or for the account of the SRF Program, funds on hand of the Sewage Works, Bond proceeds, a debt service reserve surety bond ("Surety Bond"), or a combination thereof may be deposited into the 2016 Reserve Account ("2016 Reserve Account") hereby continued. The balance to be maintained in the 2016 Reserve Account shall equal but not exceed the least of (i) maximum annual debt service on the Bonds (not initially purchased by or for the account of the SRF Program), the Prior Bonds secured by the 2016 Reserve Account and any parity bonds issued in the future by the City which are payable from Net Revenues of the Sewage Works ("Parity Bonds") and not initially purchased by or for the account of the SRF

Program; (ii) 125% of average annual debt service on the Bonds (not initially purchased by or for the account of the SRF Program), the Prior Bonds secured by the 2016 Reserve Account and any Parity Bonds (not initially purchased by or for the account of the SRF Program) or (iii) 10% of the proceeds of the Bonds (not initially purchased by or for the account of the SRF Program), the Prior Bonds secured by the 2016 Reserve Account and any Parity Bonds (not initially purchased by or for the account of the SRF Program) ("2016 Reserve Requirement"). If the initial deposit into the 2016 Reserve Account does not cause the balance therein to equal the 2016 Reserve Requirement or if no deposit is made, a sum of Net Revenues shall be credited to the Reserve Account on the last day of each calendar month until the balance therein equals the 2016 Reserve Requirement. The monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the 2016 Reserve Requirement within five years of the date of delivery of the Bonds. The 2016 Reserve Account shall not secure and may not be used to pay any Prior Bonds secured by the Reserve Account, or any Bonds or Parity Bonds which are initially purchased by or for the account of the SRF Program.

The Sewage Works Reserve Account ("Reserve Account") is hereby continued and shall serve as the debt service reserve for all Prior Bonds except (i) those initially purchased by or for the account of the SRF Program, or (ii) those Prior Bonds secured by the 2016 Reserve Account (at this time, the 2016 Refunding Bonds and the 2017 Refunding Bonds). The balance to be maintained in the Reserve Account shall equal but not exceed the least of (i) maximum annual debt service on the Prior Bonds secured by the Reserve Account (not initially purchased by or for the account of the SRF Program); (ii) 125% of average annual debt service on the Prior Bonds secured by the Reserve Account (not initially purchased by or for the account of the SRF Program) or (iii) 10% of the proceeds of the Prior Bonds secured by the Reserve Account (not

initially purchased by or for the account of the SRF Program) ("Reserve Requirement"). The Reserve Account is fully funded in an amount equal to the Reserve Requirement. The Reserve Account shall not secure and may not be used to pay any Prior Bonds, Bonds or Parity Bonds which are (i) initially purchased by or for the account of the SRF Program, or (ii) secured by the 2016 Reserve Account.

On the date of delivery of any series of Bonds which are initially purchased by or for the account of the SRF Program, funds on hand of the Sewage Works, Bond proceeds, a Surety Bond, or a combination thereof may be deposited into the SRF Reserve Account (collectively, with the 2016 Reserve Account and the Reserve Account, referred to as "Reserve Accounts") hereby continued. The balance to be maintained in the SRF Reserve Account shall equal the maximum annual debt service on the Prior Bonds (initially purchased by or for the account of the SRF Program), the Bonds initially purchased by or for the account of the SRF Program and any Parity Bonds initially purchased by or for the account of the SRF Program ("SRF Reserve Requirement"); provided, however, the SRF Reserve Requirement is defined as the initial reserve requirement, and the amount held therein will be decreased on the second day of each January to the maximum annual debt service on the then outstanding Prior Bonds, Bonds and Parity Bonds initially purchased by or for the account of the SRF Program in the then present or any succeeding year, and provided, further than the City shall give 15 days prior written notice to the Authority before transferring funds out of the SRF Reserve Account. If the initial deposit into the SRF Reserve Account does not cause the balance therein to equal the SRF Reserve Requirement or if no deposit is made, a sum of Net Revenues shall be credited to the SRF Reserve Account on the last day of each calendar month until the balance therein equals the SRF Reserve Requirement. Notwithstanding the provisions set forth in any of the Prior Ordinances

regarding the SRF Reserve Account, the monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the SRF Reserve Requirement within five years of the date of delivery of the Bonds. The SRF Reserve Account shall not secure and may not be used to pay or any Prior Bonds, Bonds or Parity Bonds which are not initially purchased by or for the account of the SRF Program.

Any Surety Bond for the Reserve Account or the SRF Reserve Account must be issued by an insurance company rated (at the time the Surety Bond is purchased) in the highest rating category by Standard & Poor's Corporation or Moody's Investors Service. However, as long as any of the Prior Bonds or Bonds are held by or for the account of the SRF Program, the City shall receive consent of the Authority before funding any portion of the SRF Reserve Account with such Surety Bond. If such a Surety Bond is purchased, the Mayor and the Controller are hereby authorized to execute and deliver all agreements with the provider of the Surety Bond to the extent necessary to comply with the terms of such Surety Bond and the commitment to issue such policy. Such agreements shall be deemed a part of this ordinance for all purposes and are hereby incorporated herein by reference.

The respective Reserve Accounts shall constitute the margin for safety and a protection against default in the payment of principal and interest on the respective Prior Bonds, the Bonds and any Parity Bonds which they respectively secure, and moneys in the respective Reserve Accounts shall be used to pay current principal and interest on the respective Prior Bonds, the Bonds and any Parity Bonds which they respectively secure to the extent that moneys in the Bond and Interest Account, after applied on a pro rata basis to any outstanding Prior Bonds, Bonds and Parity Bonds, are insufficient for that purpose. Any deficiency in the balances maintained in the respective Reserve Accounts as a result of a transfer to the Bond and Interest

Account shall be promptly made up from the next available Net Revenues remaining after credits into the Bond and Interest Account on a pro rata basis within a twelve (12) month period. Any moneys in the respective Reserve Accounts in excess of the 2016 Reserve Requirement, the Reserve Requirement or the SRF Reserve Requirement shall be transferred to the Sewage Works Improvement Fund.

(d) If any Bonds are initially purchased by or for the account of the SRF Program, the Sinking Fund, containing the Bond and Interest Account and the Reserve Accounts, and the Construction Account may be held by a financial institution acceptable to the Authority, pursuant to terms acceptable to the Authority. If all or a portion of the Sinking Fund and the accounts therein are held in trust, the City shall transfer the monthly required amounts of Net Revenues to the Bond and Interest Account and the Reserve Accounts in accordance with this Section 13, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules for the City's outstanding bonds. The financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for such Bonds. If the Construction Account is held in trust, the City shall deposit the proceeds of such Bonds therein until such proceeds are applied consistent with this ordinance and the Financial Assistance Agreement. The Common Council hereby authorizes the Mayor and Controller to execute and deliver an agreement with a financial institution to reflect this trust agreement for all or a part of the Sinking Fund and the Construction Account in the form of trust agreement as approved by the Mayor and the Controller, consistent with the terms and provisions of this ordinance.

Section 14. Sewage Works Improvement Fund. After meeting the requirements of the Operation and Maintenance Fund and the Sinking Fund, any excess revenues may be transferred

or credited from the Revenue Fund to the "Sewage Works Improvement Fund," hereby continued, and said Sewage Works Improvement Fund shall be used for replacements, additions, improvements and extensions of the Sewage Works or for any other lawful purpose, so long as such use pertains to and involves the business of the Sewage Works. PILOTs shall be made not more frequently than semiannually and may be made only if the amounts required to be held as of such dates in the Operation and Maintenance Fund and the Sinking Fund pursuant to Section 12 and Section 13 are so held after considering any such contemplated payment. Moneys in the Sewage Works Improvement Fund shall be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the then outstanding bonds or, if necessary, to eliminate any deficiencies in credits to or minimum balance in the Reserve Accounts of the Sinking Fund or may be transferred to the Operation and Maintenance Fund to meet unforeseen contingencies in the operation, repair and maintenance of the Sewage Works.

Section 15. Books of Record and Accounts. (a) The City shall keep proper books of record and accounts, separate from all of its other records and accounts, in which completed and correct entries shall be made showing all revenues collected from said works and deposited in said funds, and all disbursements made therefrom on account of the operation of the works, and to meet the requirements of the Sewage Works Sinking Fund, and all other financial transactions relating to said works, including the amounts set aside or credited to the Sinking Fund, the Operation and Maintenance Fund and the Sewage Works Improvement Fund, and the cash balances in each of said funds and accounts described herein as of the close of the preceding fiscal year. Copies of all such statements and reports, including audits prepared by the State Board of Accounts, shall be kept on file in the office of the Controller.

(b) So long as any of the Prior Bonds, BANS or Bonds are held by the Authority as part of its SRF Program, the City shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the Sewage Works in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Government Accounting Standards Board and (ii) the rules, regulations and guidance of the State Board of Accounts.

Section 16. Rates and Charges. The City covenants and agrees that it will establish and maintain just and equitable rates or charges for the use of and the services rendered by said works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses said Sewage Works by or through any part of the Sewage Works system of the City, or that in any way uses or is served by such Sewage Works. Such rates or charges shall, to the extent permitted by law and only so long as the Prior Bonds issued under the 2009 Bond Ordinance are outstanding, be sufficient in each year to produce Net Revenues equal to 1.1 times the greater of the average annual debt service on the Prior Bonds, the Bonds and any Parity Bonds or the debt service payable during the next succeeding twelve calendar months on the Prior Bonds, the Bonds and any Parity Bonds provided that System Development Charges shall be excluded, to the extent permitted by law, when determining if such rates and charges are sufficient so long as the Bonds are outstanding and owned by the Authority as part of its SRF Program. For these purposes, the interest rate on any variable rate debt shall be assumed to be the average interest rate thereon in the preceding calendar year. Such rates and charges shall be sufficient in each year for the payment of the proper and reasonable expenses of Operation and Maintenance (as defined in the Financial Assistance Agreement) of the

Sewage Works, to comply with and satisfy all covenants contained in this ordinance including the sums required to be paid into the Sinking Fund by the Act, this ordinance, and the Financial Assistance Agreement, and to pay all obligations of the Sewage Works and of the City with respect to the Sewage Works.

Such rates or charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of Operation and Maintenance of the Sewage Works and the requirements of the Sinking Fund. The rates or charges so established shall apply to any and all use of such Sewage Works by and service rendered to the City and all departments thereof and shall be paid semiannually by the City or the various departments thereof as the charges accrue.

Section 17. Defeasance. If, when the Bonds issued hereunder (or portions thereof) shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds (or portions thereof) for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds (or portions thereof) then outstanding shall be paid; or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds

(or portions thereof) issued hereunder shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the City's Sewage Works.

Section 18. Additional Bonds. The City reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The City also reserves the right to authorize and issue additional Parity Bonds, payable out of the Net Revenues of its Sewage Works, ranking on a parity with the Bonds authorized by this ordinance, for the purpose of financing the cost of future additions, extensions and improvements to the Sewage Works, or to refund obligations, subject to the following conditions:

(a) The interest on and principal of all bonds payable from the revenues of the Sewage Works shall have been paid to date in accordance with the terms thereof, provided, this condition shall be deemed satisfied if any required amount is to be provided from the proceeds of the Parity Bonds or other funds of the City, and all required payments into the Sinking Fund shall have been made in accordance with the provisions of this ordinance.

(b) As of the date of issuance of such additional Parity Bonds, the balance in the 2016 Reserve Account shall equal not less than the 2016 Reserve Requirement, the balance in the Reserve Account shall equal not less than the Reserve Requirement, and the balance in the SRF Reserve Account shall equal not less than the SRF Reserve Requirement, calculated to include principal and interest requirements on the Bonds, any then outstanding parity bonds and the additional Parity Bonds proposed to be issued, provided this condition shall be deemed satisfied if any required amount is to be provided from the proceeds of the newly issued Parity Bonds or other funds of the City over a period of no longer than five (5) years following the delivery of the Parity Bonds.

(c) The Net Revenues of the Sewage Works in the fiscal year immediately preceding the issuance of any such Parity Bonds shall be not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding Bonds, any then outstanding parity bonds and the additional Parity Bonds proposed to be issued; or, prior to the issuance of the Parity Bonds, the sewage rates and charges shall be increased or the service area or customer base shall be expanded sufficiently so that said increased rates and charges and/or volume applied to the previous fiscal year's operations would have produced Net Revenues for said year equal to not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding Bonds, any then outstanding parity bonds and the additional Parity Bonds proposed to be issued. For purposes of this subsection, the records of the Sewage Works shall be analyzed and all showings shall be prepared by a certified public accountant or nationally recognized firm of professionals experienced in analyzing financial records of municipal utilities retained by the City for that purpose. In addition, for purposes of this subsection with respect to any Parity Bonds hereafter issued, while the Bonds remain outstanding and owned by the Authority as part of its SRF Program, Net Revenues may not include any revenues from the System Development Charges unless the Authority provides its consent to include all or some portion of the System Development Charges as part of the Net Revenues or otherwise consents to the issuance of such Parity Bonds without satisfying this subsection (c).

(d) The principal of and mandatory sinking fund payment dates for said additional Parity Bonds shall be payable on August 1 until the date August 1, 2033 and thereafter, shall be payable semiannually on February 1 and August 1, and the interest on said additional Parity Bonds shall be payable semiannually on February 1 and August 1 during the periods in which

such principal and interest are payable. If the additional Parity Bonds are issued as capital appreciation bonds, the amount payable at maturity thereof shall be payable on February 1 and/or August 1 during the periods in such maturity amounts are payable.

(e) Additional Parity Bonds issued as variable rate debt must be assumed to bear the maximum interest rate thereon for the purpose of certifying satisfaction of the 125% condition set forth above, and a maximum rate must be set for any such variable rate additional Parity Bonds. Furthermore, any put feature associated with such variable rate debt must be covered by remarketing proceeds or a liquidity facility issued by a provider which is rated in one of the two highest short-term rating categories of Moody's Investors Service or Standard & Poor's Ratings Group.

(f) For so long as any of the Bonds are outstanding and owned by the Authority as part of its SRF Program, (i) the City obtains the consent of the Authority, (ii) the City has faithfully performed and is in compliance with each of its obligations, agreements and covenants contained in the Financial Assistance Agreement and this resolution, and (iii) the City is in compliance with its National Pollutant Discharge Elimination System permits, except for non-compliance for which purpose the additional Parity Bonds are issued, including refunding bonds issued prior to, but part of the overall plan to eliminate such non-compliance.

Section 19. Additional Covenants of the City. For the purpose of further safeguarding the interests of the owners of the BANs and the Bonds herein authorized, it is specifically provided as follows:

(a) All contracts let by the City in connection with the construction of the Project shall be let after due advertisement as required by the laws of the State of Indiana, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred percent

(100%) of the amount of such contracts, to insure the completion of said contracts in accordance with their terms, and such contractors shall also be required to carry such employers liability and public liability insurance as are required under the laws of the State of Indiana in the case of public contracts, and shall be governed in all respects by the laws of the State of Indiana relating to public contracts.

(b) The Project shall be constructed under the supervision and subject to the approval of the Consulting Engineers or such other competent engineer as shall be designated by the Board. All estimates for work done or material furnished shall first be checked by the Consulting Engineers and approved by the Board.

(c) So long as the Bonds or BANs are outstanding, the City shall at all times maintain its Sewage Works in good condition and operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the Bonds or BANs herein authorized are outstanding, the City shall maintain insurance coverage, including fidelity bonds, to protect the Sewage Works and its operations on the insurable parts of said Sewage Works of a kind and in an amount such as would normally be carried by private companies engaged in a similar type of business, and, so long as the BANs and/or Bonds are owned by the Authority as part of its SRF Program such insurance shall be acceptable to the Authority. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana, provided, however, such insurance requirement may be satisfied, in part or in whole, through the City's self insurance program. Insurance proceeds and condemnation awards shall be used to replace or repair the property, provided, for so long as the BANs or

Bonds are owned by the Authority as part of its SRF Program, the Authority may consent to a different use of such proceeds.

(e) So long as any of the BANs or Bonds are outstanding, the City shall not mortgage, pledge or otherwise encumber the Sewage Works, or any portion thereof, nor shall it sell, lease or otherwise dispose of any portion thereof except replace equipment which may become worn out or obsolete, provided, however, if any Bonds or BANs are owned by the Authority as part of its SRF Program, the City shall obtain the prior written consent of the Authority.

(f) If the Authority purchases the Bonds or BANs as part of its SRF Program and so long as the Bonds or BANs are outstanding and owned by the Authority, and, except as otherwise specifically provided in Section 18 hereof, the City shall not without the prior written consent of the Authority: (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the Sewage Works other than for normal operating expenditures; or (ii) borrow any money (including without limitation any loan from other utilities operated by the City).

(g) Except as hereinbefore provided in Section 18 hereof, so long as any of the Bonds herein authorized are outstanding, no additional bonds or other obligations pledging any portion of the revenues of said Sewage Works shall be authorized, executed or issued by the City except such as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless all of the Bonds herein authorized are redeemed, retired or defeased pursuant to Section 17 hereof coincidentally with the delivery of such additional bonds or other obligations.

(h) The City shall take all action or proceedings necessary and proper to require connection of all property where liquid and solid waste, sewage, night soil, or industrial waste is produced with available sanitary sewers. The City shall, insofar as possible, cause all such sanitary sewers to be connected with said Sewage Works.

(i) The provisions of this ordinance shall constitute a contract by and between the City and the owners of the Bonds or BANS herein authorized, and after the issuance of said Bonds or BANs, this ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the owners of said Bonds or BANs, nor shall the Common Council adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of said Bonds or BANs or the interest thereon remains unpaid. Except for the changes set forth in Section 24(a)-(f), this ordinance may be amended, however, without the consent of BAN or Bond owners, if the Common Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the BANs or Bonds provided, however, that if any BANs or Bonds are sold to the Authority as part of its SRF Program, the City shall obtain the prior written consent of the Authority.

(j) The provisions of this ordinance shall be construed to create a trust in the proceeds of the sale of the BANS and the Bonds herein authorized for the uses and purposes herein set forth, and the owners of the BANS and the Bonds shall retain a lien on such respective proceeds until the same are applied in accordance with the provisions of this ordinance and of the Act. The provisions of this ordinance shall also be construed to create a trust in the portion of the Net Revenues herein directed to be set apart and paid into the Sewage Works Sinking Fund for the uses and purposes of said fund as in this ordinance set forth. The owner of said Bonds shall have all of the rights, remedies and privileges set forth in

the provisions of the Act, including the right to have a receiver appointed to administer said Sewage Works in the event of default in the payment or the principal of or interest on any of the Bonds herein authorized or in the event of default in respect to any of the provisions of this ordinance or the Act.

(k) For purpose this Section 19, the term "lease" shall include any lease, contract, or other instrument conferring a right upon the City to use property in exchange for a periodic payments made from the revenues of the Sewage Works, whether the City desires to cause such to be, or by its terms (or its intended effects) is to be, (i) payable as rent, (ii) booked as an expense or an expenditure, or (iii) classified for accounting or other purposes as a capital lease, financing lease, operating lease, non-appropriation leases, installment purchase agreement or lease, or otherwise (including any combination thereof).

Section 20. Permitted Actions Relating to Preservation of Exclusion of Interest from Federal Gross Income. The Controller is hereby authorized to invest moneys pursuant to IC 5-1-14-3 and the provisions of this ordinance (subject to applicable requirements of federal law to insure such yield is the then current market rate) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the BANs and Bonds under federal law.

The Controller shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts referenced herein. In order to comply with the provisions of this ordinance, the Controller is hereby authorized and directed to employ consultants or attorneys from time to time to advise the City as to requirements of federal law to preserve the tax exclusion or exemption. The Controller may pay any fees as operation expenses of the sewage works.

Section 21. Tax Covenants. In order to preserve the exclusion of interest on the Bonds and BANs from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds or BANs, as the case may be ("Code") and as an inducement to purchasers of the Bonds and BANs, the City represents, covenants and agrees that:

(a) The sewage works will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the City or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or the BANs or property financed by the Bond or BAN proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit will own property financed by Bond or BAN proceeds or will have any actual or beneficial use of such property pursuant to a lease, management, service or incentive payment contract, an arrangement including take-or-pay or other type of output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds or the BANS, as the case may be. If the City enters into a management contract for all or a portion of the sewage works, the terms of the contract will comply with the Regulations and IRS Revenue Procedure 2017-33, as amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations unless such use in the aggregate will not relate to more than 10% of the proceeds of the Bonds or the BANs, as the case may be.

(b) No more than 10% of the principal of or interest on the Bonds or BANs is (under the terms of the Bonds or BANs, this ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the City) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Bond or BAN proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond or BAN proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond or BAN proceeds.

(d) The City reasonably expects, as of the date hereof, that the Bonds and BANs will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds or BANs, as the case may be.

(e) No more than 5% of the proceeds of the Bonds or BANs will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The City will not take any action nor fail to take any action with respect to the Bonds or BANs that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds or BANs pursuant to Section 103 of the Code, nor will the City act in any

other manner which would adversely affect such exclusion. The City covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds or BANs to be treated as private activity bonds under Section 141 of the Code.

(g) It shall be not an event of default under this ordinance if the interest on any Bond or BAN is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds or BANs, as the case may be.

(h) The City represents that it will rebate any arbitrage profits to the United States in accordance with the Code. If required by the Authority, in connection with the SRF Program, the City is authorized to execute and deliver a form of Rebate Agreement in a form provided by the SRF Program. The Mayor and the Controller, together or individually, are authorized to complete and execute the Rebate Agreement on behalf of the City in connection with any series of Bonds sold to the Authority as part of the SRF Program.

(i) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds or BANs, as the case may be.

Section 22. Issuance of BANs. (a) The City, having satisfied all the statutory requirements for the issuance of its Bonds, may elect to issue its BAN or BANs pursuant to a Bond Anticipation Note Purchase Agreement ("BAN Purchase Agreement") to be entered into between the City and the purchaser of the BAN or BANs. If the BANs are sold to the Authority as part of its SRF Program, the Financial Assistance Agreement shall serve as the BAN Purchase Agreement. The Common Council hereby authorizes the issuance and execution of the BAN or BANs in lieu of initially issuing the Bonds to provide interim financing for the Project until permanent financing becomes available. It shall not be necessary for the City to repeat the

procedures for the issuance of its Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs.

(b) The Mayor and the Controller are hereby authorized and directed to execute a BAN Purchase Agreement or Financial Assistance Agreement (and any amendments made from time to time) in such form or substance as they shall approve acting upon the advice of counsel. The Mayor, the Clerk and the Controller may also take such other actions or deliver such other certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as they deem necessary or desirable in connection therewith.

Section 23. Compliance with Tax Sections. Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance ("Tax Sections") which are designed to preserve the exclusion of interest on the Bonds and BANs from gross income under federal law ("Tax Exemption") need not be complied with if the City receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 24. Supplemental Ordinances. Subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds issued pursuant to this ordinance and then outstanding shall have the right, from time to time, anything contained in this ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance or ordinances supplemental hereto as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding in any particular

any of the terms or provisions contained in this ordinance, or in any supplemental ordinance; provided, however, that so long as the Bonds or BANs are owned by the Authority as part of its SRF Program, the City shall obtain the prior written consent of the Authority; and provided, further, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of, mandatory sinking fund redemption dates, if any, or interest on any Bond issued pursuant to this ordinance; or

(b) A reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon; or

(c) The creation of a lien upon or a pledge of the revenues of the Sewage Works ranking prior to the pledge thereof created by this ordinance; or

(d) A preference or priority of any Bond or Bonds issued pursuant to this ordinance over any other Bond or Bonds issued pursuant to the provisions of this ordinance; or

(e) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance; or

(f) A reduction in the 2016 Reserve Requirement, the Reserve Requirement or the SRF Reserve Requirement.

If the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Clerk of the City, no owner of any Bond issued pursuant to this ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City or

its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all owners of Bonds issued pursuant to the provisions of this ordinance then outstanding, shall thereafter be determined, exercised and enforced in accordance with this ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this ordinance, the rights and obligations of the City and of the owners of the Bonds authorized by this ordinance, and the terms and provisions of the Bonds and this ordinance, or any supplemental ordinance, may be modified or altered in any respect with the consent of the City and the consent of the owners of all the Bonds issued pursuant to this ordinance then outstanding.

Section 25. Rates and Charges. The estimates of the rates and charges of the Sewage Works are set forth in Ordinance No. _____ to be adopted on February 25, 2020, which ordinance is incorporated herein by reference.

Section 26. Ordinance Constitutes Resolution under IC 36-9-23. For purposes of Sections 10 and 12 of IC 36-9-23, this ordinance shall constitute and be deemed as the "resolution" as such term is used under Sections 10 and 12 of IC 36-9-23.

Section 27. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed; provided, however, that this ordinance shall not be construed as modifying, amending or repealing in any respect any of the provisions of the Prior Ordinances, as amended to date, nor be construed as adversely affecting the rights of any of the holders of the Prior Bonds or the Refunded Bonds.

Section 28. Captions. The captions in this ordinance are inserted only as a matter of convenience and reference, and such captions are not intended and shall not be construed to define, limit, establish, interpret or describe the scope, intent or effect of any provision of this ordinance.

Section 29. Effectiveness. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of Fort Wayne, Indiana, on this _____day of _____, 2020.

COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

By:_____
Member of the Common Council

APPROVED AS TO FORM AND LEGALITY

_____
City Attorney

Presented by me to the Mayor of the City of Fort Wayne this ___ day of _____, 2020 at ___:___.m.

_____
Clerk

Signed and approved by me, the Mayor of the City of Fort Wayne, this ___ day of _____, 2020 at ___:___.m.

_____
Mayor

EXHIBIT A

Project Description

Wastewater Facility Expansions and Operational Improvements

Fort Wayne City Utilities (FWCU), in conjunction with its Consent Decree, the Long Term Control Plan (LTCP) and future economic development planning, has plans for a multi-year improvement plan to be constructed and additional infrastructure, buildings, facilities and structures are being added to the Water Pollution Control Plant (WPCP), Wet Weather Pond, Biosolids and other treatment complex areas. Additional land and access routes are required to allow for more cost-effective construction, operation and expansion of facilities in these areas.

WPCP Treatment and Operational Improvements

As part of its long-term plan, systems for WPCP treatment and residual management are being rehabilitated and upgraded as necessary to reliably support the increased treatment required by the LTCP, improve its efficiency and to meet its permit requirements. These improvements are being implemented in a sustainable manner so that the energy necessary to run the associated systems is reasonably minimized and is intended to reduce FWCU operational costs. Improvements included, but not limited to, are upgrades to the aeration system, electrical systems, heating and air conditioning systems, effluent treatment and piping, laboratory facilities and biosolids facilities.

Sludge, Digester & Methane System Improvements

A multi-phase digester improvement program is currently being implemented in the capital program. Currently, six (6) digesters and their associated facilities and systems are in service which allows the FWCU to produce class "A" sludge as well as produce methane gas that is utilized to generate energy. FWCU intends to make reliability, efficiency and operational improvements, consistent with its regulatory commitments, including improvements to the high strength waste receiving facilities and systems, methane gas systems, boilers and heat exchangers, sludge handling systems and the digested sludge force main system. These improvements are being implemented in a sustainable manner so that methane produced by the digestion process can be utilized to produce heat and power or converted into other energy sources for use by FWCU.

Wet Weather Pond Pumping, Storage and Dewatering Improvements

The Wet Weather facilities on the north side of the river across from the WPCP are a vital part of FWCU's wet weather facilities and play a key role in the City's LTCP and long-term wet weather strategy. The Wet Weather Pump Station (WWPS) that is used to dewater the interceptor system and fill the ponds during wet weather events will require additional pumps and screens to increase its capacity. This increase is to handle the additional flows from the tunnel that is planned to begin operation by the end of 2023. Additional improvements to the

Wet Weather pond infrastructure and facilities will be made to increase their capacity and ability to store wet weather flows efficiently and effectively.

Three Rivers Protection and Overflow Reduction Tunnel (3RPORT) Program

This program is a combination of projects that are key component of the LTCP. The main component is the construction of the 3RPORT deep rock tunnel from the southern side of the combined sewer system along the St Marys River north and then east along the Maumee River to the WPCP. This new tunnel provides a significant increase in wet weather flows from existing interceptors and CSO outfalls to be transported to the WPCP for treatment - or to the WWPS for storage in the Wet Weather Ponds, instead of overflowing into the local waterways. The program/project includes a deep rock tunnel, drop shafts and associated screening and odor control facilities, collector and relief/conveyance sewers, floatables control and outfall modifications, and the tunnel dewatering pump station. The 3RPORT improvements are required to be operational by the end of 2023.

Foster Park Relief Sewers and Facilities

This program is a combination of projects that are intended to convey flow from the southernmost St Marys River CSO outfalls to the 3RPORT deep rock tunnel. The program may include a combination of capacity improvements, including collector and relief/conveyance sewers, storage facilities, pump stations and force mains, floatables control and outfall modifications. The Foster Park improvements are required per the Consent Decree to be operational by the end of 2025.

Combined Sewer System Capacity Improvements

The projects in this category of work generally include partial sewer separation by the construction of new storm drains and/or sanitary sewers and structures but may include various other technologies/methods and source control efforts to reduce Combined Sewer Overflows (CSO's) and improve neighborhood sewer or stormwater system capacity. In these projects, the City will investigate the potential for incorporating green/sustainable solutions.

Satellite Storage Facility Improvements

These LTCP projects allow for excess wet weather flows from the combined sewers in designated areas to be diverted into underground storage tanks for temporary storage as part of efforts to reduce CSO's to local waterways. The facilities would typically consist of underground storage basins, a pump station, process structures, floatables control and site improvements and all associated operations facilities.

Floatable Control Facilities

These projects are proposed to construct structures or facilities for the screening and removal of floatables from the CSO outfalls in the collection system as required by the LTCP. The sizing of

these facilities is dependent on many variables for each site, but FWCU intends, as much as reasonable, to utilize similar methods of removal for each type of site.

Technology Improvements

FWCU plans to implement technology improvements for operational efficiency and customer service. These projects will often be in partnership with the Water and Stormwater Utilities. Projects include, but not limited to include: AMI (Advanced Metering Infrastructure) system to collect water meter readings via a new fixed communication network and replace existing metering infrastructure at the end of its useful life, improvements to Supervisory Control and Data Acquisition (SCADA) systems and improvements to business and asset management systems.

Collection System - Capacity Improvements

This category of work will consist of a combination of projects and efforts directed towards improving the capacity and reach of the collection system for economic development as well as the reduction and mitigation of sanitary sewer overflows and surcharging in the existing sanitary sewer collection system as required by the Consent Decree. Areas of work identified for potential improvements include sewer infrastructure serving and areas tributary to these subbasins. Work may include sewer rehabilitation, sewer construction, pump station facilities, wet weather storage/equalization improvements, source control and other collection system improvements as determined necessary by ongoing planning and engineering studies of the areas. Projects and/or areas identified in the capital plan to date are: Nebraska, Rothman and Tamarack, upper Maumee interceptor system and sewer subbasins, upper St Joseph interceptor system and sewer subbasins, Spy Run interceptor system and subbasins, lower St Marys interceptor system and subbasins and the Trier Ditch interceptor system and subbasins.

Collection System Improvements – Repair & Replacement Program

The goal of the Sewer Repair and Replacement Program is to develop, implement and monitor sewer repair/replacement strategies to proactively, following standard industry asset management principles, identify deteriorating or assets in the sewer collection system that are reaching their useful life. It is also to coordinate review and analysis of sewer operation and maintenance data to select and prioritize collection system renewal, repair and replacement projects as per the Consent Decree and the City's regulatory commitments. Cured in Place Piping (CIPP) and other trenchless construction technologies are often utilized for renewal and repair of piping and manholes, but sometimes the construction of improvements requires open cut installation and excavation for new underground sewer infrastructure.

EXHIBIT B

FORM OF REGISTERED BOND

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Fort Wayne, Indiana, or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

NO. _____

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF ALLEN

CITY OF FORT WAYNE
[TAXABLE] SEWAGE WORKS REVENUE
[[AND] REFUNDING REVENUE] BOND OF _____[, SERIES _____]

Interest Rate	[Maturity Date]	Original Date	Authentication Date	[CUSIP]

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Fort Wayne, in Allen County, State of Indiana ("City"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above[, or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the registered owner making payment for this bond, or its assigns,] on [the Maturity Date set forth above] **OR** [on the dates and in the amounts as set forth on Exhibit A attached hereto] (unless this bond be subject to and shall have been duly called for redemption and payment as provided for herein), and to pay interest hereon until the Principal Sum shall be fully paid at the rate[s] per annum [specified above] **OR** [as set forth on Exhibit A attached hereto] from [the dates of payment made on this bond] **OR** [the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____ 15, ____, in which case it shall bear interest from the

Original Date,] until the principal is paid, which interest is payable semiannually on the first days of February and August in each year, beginning on _____ 1, 20__. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

[The principal of this bond is payable at the principal office of _____ _____ ("Registrar" or "Paying Agent"), in the _____ of _____, Indiana.] All payments of [principal of and] interest on this bond shall be paid by [check mailed one business day prior to the interest payment date] **OR** [wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority ("Authority") on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date] to the registered owner hereof, as of the fifteenth day of the month preceding such payment, at the address as it appears on the registration books kept by [_____ ("Registrar" or "Paying Agent") in the _____ of _____, Indiana] OR [the Registrar] or at such other address as is provided to the Paying Agent in writing by the registered owner. [If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).] [Notwithstanding anything to the contrary herein, this bond shall not be required to be presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of this bond or earlier payment in full of this bond.] All payments on the Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE HEREINAFTER DESCRIBED SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE INDEBTEDNESS OF THE CITY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

This bond is [the only] one of an authorized issue of bonds of the City[, issued in series] [of like date, tenor and effect, [except as to rates of interest[series designation,]] and dates of maturity] aggregating _____ Dollars ($_____) [for this series]; numbered consecutively from 1 up; issued for the purpose of providing funds to be applied on the cost of [additions, extensions and improvements to the sewage works system of the City ("Project")][, to refund interim notes issued in anticipation of the bonds,] [refunding certain Refunded Bonds (as defined in the hereinafter defined Ordinance] and to pay issuance expenses [including a premium for a debt service reserve surety]. This bond is issued pursuant to an Ordinance adopted by the Common Council of the City on the _____ day of _____, 2020,entitled "AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AUTHORIZING THE REFUNDING BY THE CITY OF CERTAIN OUTSTANDING SEWAGE WORKS REVENUE BONDS, THE ACQUISITION AND INSTALLATION OF CERTAIN IMPROVEMENTS TO THE CITY'S SEWAGE WORKS, AND THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE

REVENUES OF SUCH SEWAGE WORKS AND OTHER RELATED MATTERS, AND REPEALING ORDINANCES INCONSISTENT HEREWITH" ("Ordinance"), and in accordance with the provisions of Indiana law, including without limitation [Indiana Code 5-1-5 and] Indiana Code 36-9-23 as in effect on the date of delivery of the bonds of this issue ("Act"), the proceeds of which bonds are to be applied to the costs of the [refunding and legal defeasance of the Refunded Bonds] [Project,] [the payment of notes issued in anticipation of the bonds,] and expenses incurred in connection therewith[, including a premium for a debt service reserve surety].

[Reference is hereby made to the Financial Assistance Agreement ("Financial Assistance Agreement") between the City and the Authority concerning certain terms and covenants pertaining to the Project and the purchase of this bond as part of the wastewater loan program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10.]

Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this bond and all other bonds of said issue, [including the [Taxable] Sewage Works Revenue [[and] Refunding Revenue] Bonds of 20___, Series ___ ("Series ___ Bonds")] and any bonds hereafter issued on a parity therewith are payable solely from the Sewage Works Sinking Fund continued by the Ordinance ("Sinking Fund") to be provided from the Net Revenues (defined as gross revenues, inclusive of System Development Charges (as defined in the Ordinance), after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, excluding transfers for payments in lieu of property taxes) of the sewage works of the City. This bond and the issue of which it is a part constitute a first charge upon the Net Revenues and shall rank on a parity with the Prior Bonds, as defined in the Ordinance [and the Series ___ Bonds].

[Pursuant to the Ordinance and the Escrow Agreement defined therein, the City has set aside securities (purchased from proceeds of the bonds of this issue and funds on hand of the City) and certain cash in a Trust Account to provide payment of principal of and interest [and redemption premium] on the Refunded Bonds by the purchase of obligations of the United States of America.]

The City irrevocably pledges the entire Net Revenues of the sewage works to the prompt payment of the principal of and interest on the bonds authorized by the Ordinance, of which this is one, and any bonds ranking on a parity therewith, including the Prior Bonds [and the Series __ Bonds] to the extent necessary for that purpose, and covenants that it will cause to be fixed, maintained and collected such rates and charges for services rendered by the utility as are sufficient in each year for the payment of the proper and reasonable expenses of Operation and Maintenance (as defined in the Financial Assistance Agreement) of the sewage works and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. If the City or the proper officers thereof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this bond, the owner of this bond shall have all of the rights and remedies provided for in the Act, including the right to have a receiver appointed to administer the works and to charge and collect rates sufficient to provide for the payment of this bond and the interest hereon.

The City further covenants that it will set aside and pay into its Sinking Fund monthly, as available, or more often if necessary, a sufficient amount of the Net Revenues of the sewage works for payment of (a) the interest on all bonds which by their terms are payable from the revenues of the sewage works, as such interest shall fall due, (b) the necessary fiscal agency charges for paying bonds and interest, (c) the principal of all bonds which by their terms are payable from the revenues of the sewage works, as such principal shall fall due, and (d) an additional amount as a margin of safety to [create and] maintain the debt service reserve required by the Ordinance. Such required payments shall constitute a first charge upon all the Net Revenues of the sewage works on a parity with the Prior Bonds [and the Series __ Bonds].

The bonds of this issue maturing on and after _____ 1, 20___, are redeemable at the option of the City on _____ 1, 20___, or any date thereafter, on [sixty (60)] **OR** [thirty (30)] days' notice, in whole or in part, [in inverse order of maturity] **OR** [in the order of maturity as determined by the City] and by lot within a maturity, at face value, together with the following premiums:

__% if redeemed on _____ 1, 20__ or thereafter
on or before _____, 20__;
__% if redeemed on _____ 1, 20__ or thereafter
on or before _____, 20__;
0% if redeemed on _____ 1, 20__ or thereafter
prior to maturity;

plus accrued interest to the date fixed for redemption[; provided, however, if the bonds are sold to the SRF Program and registered in the name of the Authority, the bond shall not be redeemable at the option of the City unless and until consented to by the Authority].

[The bonds maturing on _____ 1, 20____, are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

_____ Term Bond

Date	Amount
*	

* Final Maturity]

Each [Five Thousand Dollars ($5,000)] [One Dollar ($1)] principal amount shall be considered a separate bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the bonds to be redeemed shall be selected by lot by the Registrar. [If some bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the bonds for optional redemption before selecting the bonds by lot for the mandatory sinking fund redemption.]

Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration records of the City, as of the date which is [sixty-five (65)] [forty-five (45)] days prior to such redemption date, not less than [sixty (60)] [thirty (30)] days prior to the

date fixed for redemption unless the notice is waived by the registered owner of this bond. The notice shall specify the date and place of redemption and sufficient identification of the bonds called for redemption. The place of redemption may be determined by the City. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with its depository bank an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the registered owner shall look only to the funds so deposited in trust with said bank for payment and the City shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the books of the City kept for that purpose at the [principal corporate trust] office of the Registrar by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. This bond may be transferred without cost to the registered owner except for any tax or governmental charge required to be paid with respect to the transfer. The City, the Registrar, the Paying Agent and any other registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

[The bonds shall be initially issued in a Book Entry System (as defined in the Ordinance). The provisions of this bond and of the Ordinance are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

This bond is subject to defeasance prior to redemption or payment as provided in the Ordinance referred to herein. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. The Ordinance may be amended without the consent of the owners of the bonds as provided in the Ordinance if the Common Council determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the bonds.

The bonds maturing in any one year are issuable only in fully registered form in the denomination of [$5,000 or any integral multiple thereof] [$1 or any integral multiple thereof] [$100,000 and any integral multiple of $5,000 thereafter]. [The sale or transfer of this bond in principal amounts of less than $100,000 is prohibited other than through a primary offering.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the City of Fort Wayne, in Allen County, Indiana, has caused this bond to be executed in its corporate name by the manual or facsimile signature of its Mayor, countersigned by the manual or facsimile signature of the Controller, and its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by its Clerk.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

COUNTERSIGNED:

By _____
Controller

[SEAL]

Attest:

_____
Clerk

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Ordinance.

_____,
as Registrar

By _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ this bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[EXHIBIT A]

[To be completed on a separate page]]

EXHIBIT C

Form of Financial Assistance Agreement

Feb 2020

IMPROVEMENT RESOLUTION NO. 0183N

St. Joe Center Rd. Trail & Wheelock Rd Trail

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Construction of 10' wide multi-use asphalt trail along south side of St. Joe Center Road from Chiswell Run to Meijer Drive, and along west side of Wheelock Road from St. Joe Center Road to southern approach of Jefferson Middle School with ADA ramps, pedestrian crossings, drainage accommodations and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 4th day of February, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Long Road Force Main
RESOLUTION NO. 76758

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 1860 LF of 18" HDPE (DR-11 DIPS) via Horizontal Directional Drilling

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled Long Road Force Main.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility SRF Loan.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any additional property rights.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $616,000.00

APPROVED THIS 4th DAY OF February, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0402C

TRADERS POINTE CONCRETE STREET REPAIRS

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Traders Pointe by reconstructing concrete street, installation of inlets, storm pipe, ADA curb ramps, and restoration

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 11th day of February, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0418C

TANBARK COMMUNITY CONCRETE STREET REPAIRS

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Poor condition concrete streets, update ADA Ramps, and finalize restoration and seeding in the Tanbark Community

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 11 day of February, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Thorngate Lift Station
RESOLUTION NO. 76628

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of a sanitary sewage lift station.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Thorngate Lift Station.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility State Revolving Fund loan.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the total cost associated with property acquisition is $55,933.50

Declares the engineer's estimate of the project's total cost is $678,700.00.

APPROVED THIS 11th DAY OF February, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	4501 Thorngate Dr	Fort Wayne Community Schools	Permanent/ Temporary Easements	$7,150	Pending
2	2613 Abbey Dr	Canterbury Green Apartments LLC	Permanent Easement	$17,350	Pending
3	5100 Saint Joe Rd	Indiana-Purdue Foundation At Fort	Permanent/ Temporary Easements	$22,400	Pending

TOTAL: **$46,900**

Thorngate Force Main
RESOLUTION NO. 76803

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 5,085 LF of 12" HDPE (DR-11 DIPS) via Horizontal Directional Drilling

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled Thorngate Force Main.

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility State Revolving Fund Loan.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any additional property rights.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $600,000.00

APPROVED THIS 11th DAY OF February, ~~20~~ 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, ~~Clerk~~

LIME SLUDGE LINE
PARALLEL FROM FLP TO EDGEWATER
RESOLUTION NO. 66518

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 1660' of 6" water main and 2730' of 12" force main HDPE pipe by horizontal directional drilling, along with associated appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **LIME SLUDGE LINE PARALLEL FROM FLP TO EDGEWATER.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works has acquired the property rights described in Attachment "A" (Property Acquisition Summary Sheet)

Declares the engineer's estimate of the project's total cost is $892,500.00.

APPROVED THIS 18th DAY OF February, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	1216 Dearborn St	MRW PROPERTIES L	Purchase Agreement	$4,766	Acquired

Three Rivers Filtration Plant Boiler Replacement Project
RESOLUTION NO. 66754

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Work generally includes the replacement of three (3) existing 150HP steam boilers and associated equipment with five (5) new 80HP steam boilers and appurtenances. Provision of new fire separation of the boiler room from surrounding areas. Also included are modifications and additions of existing heating equipment in various locations throughout the facility.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, 'Three Rivers Filtration Plant Boiler Replacement Project'.

Declares the cost of the said improvements shall be paid by the funds from public funds of the Fort Wayne Water Utility (State Revolving Funds).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $2,324,000.00

APPROVED THIS 18th DAY OF February, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CSOCM11 - HANNA, BROWN, & ROLLING MILLS REGULATOR MODIFICATIONS
RESOLUTION NO. 76481

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the modifications to combined sewer regulators located at Hanna Street (CSO# 39), Brown St (CSO #56) and Rolling Mills (CSO#4). Work includes, but not limited to the following: concrete structure modifications, installing adjustable weirs, fine screens, and hatches.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, 76481 CSOCM11 – Hanna, Brown, & Rolling Mills Regulator Modifications.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer State Revolving Fund Loan.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $551,000.00

APPROVED THIS 18th DAY OF February, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

2020 Waynedale Area Stormwater Improvements
RESOLUTION NO. 83645

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

The open cut excavation of two pipe sections on Knightswood Drive. The installation of storm sewer on three streets in Waynedale. The replacement includes 80 linear feet of 24" concrete pipe and approximately 250 linear feet of 12" storm sewer and 7 structures.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, 2020Waynedale Area Stormwater Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Storm Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is not cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $158,050.00

APPROVED THIS 18th DAY OF February, 20 20.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wintz, Chair

BY: _____
Shan Gunawardena, ~~Member~~

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

March 2020

IMPROVEMENT RESOLUTION NO. 0403R

Tillman Road Sidewalk, e/o Hanna St to N Phoenix Parkway

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Tillman Road from +/-400 L.F. East of Hanna Street to North Phoenix Parkway by constructing new sidewalk on the south side, where no sidewalk currently exists. The project will provide a concrete sidewalk connection to Southtown Centre from the parks and trails to the west. This project will also include stormwater structure adjustments, seed, mulch, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 3 day of March, 2020.

BOARD OF PUBLIC WORKS

ABSENT
Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila
Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0449L

2020 City Wide Street lighting Improvements
WORK ORDER NO. 0449L

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Street light improvements in eight neighborhoods located in Council Districts 1, 2, 4, and 6

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 10th day of March, 2020

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0452S

2020 Sidewalk Leveling
WORK ORDER NO. 0452S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

PUMP SECTIONS OF STREET, SIDEWALK, AND CURB SECTIONS BY MEANS OF PORTLAND CEMENT SLURRY MUD MIXTURE

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 10th day of March, 2020.

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0468P

2020 Guardrail & Attenuator Replacement

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The purpose of this project is the replacement of guardrail and attenuators in the public right of way. This is for public safety and will be replaced as needed in 2020.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 10th day of March, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

CU

Approval of Resolution #107-3-10-20-1, Memorandum of Understanding between the City of Fort Wayne, Indiana and Stellhorn MOB, LLC.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: 3.10.2020
Michelle Fulk-Vondran, Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into by and among the City of Fort Wayne, Indiana by and through its Board of Public Works ("City"), Stellhorn MOB, LLC ("Developer"), and Stellhorn MOB, LLC ("Owner") effective as of the date signed by the parties.

WHEREAS, Developer is the owner of certain real estate located at 7501 Hope Drive, Fort Wayne, Indiana ("7501 Hope Drive"); and

WHEREAS, Owner is the owner of certain real estate located at 7411 Hope Drive, Fort Wayne, Indiana; and

WHEREAS, Developer has asked that the City allow Developer and Owner to use a shared private sanitary sewer main which serves both 7501 Hope Drive and 7411 Hope Drive, Fort Wayne, Indiana; and

WHEREAS, 7501 Hope Drive is subject to certain Declaration of Protective Restrictions, Covenants, Limitations and Easements dated January 24, 2018, recorded January 27, 2018, in Instrument No. 2018005056, rerecorded March 14, 2018 as Instrument No. 2018012744 ("Covenants") in which it shares certain common area maintenance costs and expense with other adjacent real estate, including 7411 Hope Drive.

NOW, THEREFORE, the parties acknowledge and agree as follows:

1. The City agrees to permit the private sanitary sewer service and water service laterals that presently serve 7501 Hope Drive to also serve the separate building(s) located at 7411 Hope Drive subject to the terms of this Memorandum of Understanding ("Shared Systems").

2. Developer and Owner agree and acknowledge that the obligation, cost, and expense with respect to the maintenance, repair, and replacement of the Shared Systems shall be borne by the Developer, Owner, and/or the other owners of the real estate burdened by the Covenants, as set forth in the Covenants and in accordance with the terms and conditions of the Covenants.

3. Developer and Owner agree and acknowledge that the Shared Systems are "Common Areas" as defined in the Covenants.

4. Developer and Owner agree and acknowledge that the City has no ownership interest in the Shared Systems and no obligation to maintain, repair, or replace the Shared Systems.

5. Developer and Owner shall not permit any other parties to connect to the Shared Systems without first obtaining the City's approval.

6. The terms and provisions of this Memorandum of Understanding shall be binding upon City, its successors, nominees, and assigns in right, title, and interest in and to the

public sanitary sewer and water systems, and upon Developer, Owner and their successors, nominees, and assigns in title to their respective real estate holdings as described herein, and shall run with their respective real estate holdings.

7. Upon execution by all of the parties, this Memorandum of Understanding shall be recorded in the Office of the Recorder of Allen County, Indiana.

"City"
CITY OF FORT WAYNE BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

DATE: 3-10-2020

Attest: Michelle Fulk-Vondran

"Owner"
STELLHORN MOB, LLC

By: _____
William Cupp, Jr. Manager

DATE: 12/11/19

"Developer"
STELLHORN MOB, LLC

By: _____
William Cupp, Jr. Manager

DATE: 12/11/19

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS:**
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared Shan Gunawardena, Kumar Menon, and Mike Avila, in their capacity as Members of the City of Fort Wayne Board of Public Works, who, being first duly sworn upon their oath, state that they are the authorized representatives of the **City of Fort Wayne, Indiana**, and as such are duly authorized to execute the foregoing Memorandum of Understanding, and acknowledged the same as their voluntary act and deed.

WITNESS my hand and seal this 10th day of March, ~~2019.~~ 2020

My Commission Expires: 09/21/2026

Emily Ridgway
Signature of Notary Public

Resident of Allen County

Emily Ridgway
Printed Name

EMILY RIDGWAY
Notary Public - Seal
Allen County - State of Indiana
Commission Number NP0715974
My Commission Expires Sep 21, 2026

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS:**
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared William Cupp Jr. in his capacity as Manager, who, being first duly sworn upon his oath, states that he is the authorized representative **Stellhorn MOB, LLC**, and as such is duly authorized to execute the foregoing Memorandum of Understanding, and acknowledged the same as his voluntary act and deed.

WITNESS my hand and seal this 11th day of December, 2019.

My Commission Expires: 11/30/2025

Signature of Notary Public

Resident of Allen County

Angela M. Davis
Printed Name

Printed Name

ANGELA M. DAVIS
Allen County
My Commission Expires
November 30, 2025

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS:**
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared William Cupp, Jr., in his capacity as Manager, who, being first duly sworn upon his oath, states that he is the authorized representatives of **Stellhorn MOB, LLC**, and as such is duly authorized to execute the foregoing Memorandum of Understanding, and acknowledged the same as his/her voluntary act and deed.

WITNESS my hand and seal this 11th day of December, 2019.

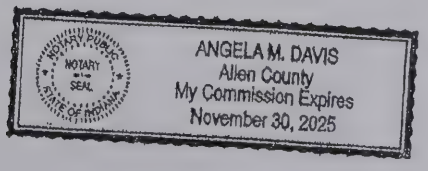
My Commission Expires: 11/30/2025

Angela M. Davis
Signature of Notary Public

Resident of Allen County

Angela M. Davis
Printed Name

Printed Name



This instrument prepared by Brandon J. Almas, Attorney No. 29810-41, Fort Wayne City Utilities, 200 E. Berry St., Ste. 430, Fort Wayne, IN 46802

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Brandon J. Almas.

Exhibit A
Legal Description of Real Estate

A PORTION OF THE LANDS OF EXECUTIVE INVESTMENTS, LLC AS RECORDED IN DOCUMENT NUMBER 204091969 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 27 TOWNSHIP 31 NORTH RANGE 13 EAST ALLEN COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27, SAID POINT BEING MARKED BY A MAG NAIL FOUND PER RECORDED SURVEY IN DOCUMENT NUMBER 990065072 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA; THENCE SOUTH 87 DEGREES 29 MINUTES 31 SECONDS WEST, ON AND ALONG THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 558.37 FEET TO THE NORTHWEST CORNER OF A INGRESS-EGRESS EASEMENT (SHREWSBURY LANE) AS RECORDED IN DOCUMENT NUMBER 205073101 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY INDIANA, SAID CORNER BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, AND BEING MARKED BY A MAG NAIL WITH "FORESIGHT CONSULTING - LLC" IDENTIFICATION WASHER; THE FOLLOWING FOUR COURSE ARE ON AND ALONG THE EAST LINE OF SAID INGRESS-EGRESS EASEMENT; THENCE SOUTH 02 DEGREES 23 MINUTES 13 SECONDS EAST, A DISTANCE OF 149.77 FEET TO A 5/8" X 24" REBAR WITH "FORESIGHT CONSULTING, LLC - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 13 DEGREES 56 MINUTES 21 SECONDS EAST, A DISTANCE OF 50.37 FEET TO A 5/8" X 24" REBAR WITH "FORESIGHT CONSULTING, LLC - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 03 DEGREES 12 MINUTES 04 SECONDS EAST, A DISTANCE OF 107.86 FEET TO A 5/8" X 24" REBAR WITH "FORESIGHT CONSULTING, LLC - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 42 DEGREES 08 MINUTES 53 SECONDS WEST, A DISTANCE OF 21.08 FEET TO A 5/8" X 24" REBAR WITH "FORESIGHT CONSULTING, LLC - BOUNDARY" IDENTIFICATION CAP; THENCE SOUTH 87 DEGREES 29 MINUTES 51 SECONDS WEST, ON AND ALONG THE NORTH LINE OF SAID INGRESS-EGRESS EASEMENT (HOPE DRIVE), A DISTANCE OF 779.16 FEET TO THE INTERSECTION OF THE NORTH LINE OF SAID INGRESS-EGRESS EASEMENT AND THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION, SAID INTERSECTION BEING MARKED BY A MAG NAIL WITH "FORESIGHT CONSULTING - LLC" IDENTIFICATION WASHER; THENCE NORTH 03 DEGREES 11 MINUTES 39 MINUTES WEST, ON AND ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 322.02 TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27, SAID CORNER BEING MARKED BY A MASONRY NAIL WITH "D.A." IDENTIFICATION WASHER; THENCE NORTH 87 DEGREES 29 MINUTES 31 SECONDS EAST, ON AND ALONG THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 786.86 FEET TO THE POINT OF BEGINNING.
SAID IN SURVEY TO CONTAIN 5.83 ACRES OF LAND MORE OR LESS.

Allen County Recorder Document #: 2018005058

IMPROVEMENT RESOLUTION NO. 0391A

2020 Resurface Package Northeast

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Street resurfacing of various street segments in Council Districts 1 & 2 by milling and resurfacing 1.5-2", asphalt patching as necessary, furnishing and adjusting new and existing castings, and placement of pavement markings.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 17th day of March, 20 20.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0392A

2020 Resurfacing Package Northwest

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Street resurfacing in Council Districts 2 & 3 by milling and resurfacing 1.5 inches to 4 inches, asphalt patching as necessary, furnishing and adjusting new and existing castings, and placement of pavement markings.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 17th day of March, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0404C

Greater McMillen Park Concrete Street Repairs, Phase 3

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Removal and replacement of existing concrete street, sidewalks, and drive approaches as necessary on Abbott Street and Fruehauf Drive from Manford Street to East Pontiac Street. Installation of subsurface drainage, sewer casting adjustments and tree removal as necessary. Restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 17 day of March, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

VESEY NEIGHBORHOOD-QUIMBY VILLAGE STORMWATER IMPROVEMENTS PHASE I
RESOLUTION NO. 83566

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 1,500 LF of storm sewer ranging in size from 12 inch to 30 inch, 13 storm structures, and modifications to existing storm structures. A new pump station including a cast-in-place concrete structure, pumps, valves, fittings, and piping will also be installed with this project.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Vesey Neighborhood-Quimby Village Stormwater Improvements.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Stormwater Bond.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there was a cost of $7,545.00 associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $1,550,000.

APPROVED THIS 24 DAY OF March, 20 20.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

PROPERTY ACQUISITION SUMMARY

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMARKS	EASEMENT DOCUMENT NUMBER
1	Jeremy & LaPetite Gardner	3217 Vesey Ave. Fort Wayne, IN 46809		2019037040	X		Acquired	2020014141
2	James & Ursula Wonderly	3307 Vesey Ave. Fort Wayne, IN 46809		890001553	X	X	Acquired	2020010629
3	Tom & Debbie Shuster	3319 Vesey Ave. Fort Wayne, IN 46809		930030974	X	X	Acquired	2020014142
4	David Gaunt	3418 Vesey Ave. Fort Wayne, IN 46809		202068286	X	X	Acquired	2020011562
5	Bonnie Sue Insley	3227 Vesey Ave. Fort Wayne, IN 46809		970016154	X		Awaiting signature	
6	Timothy Presley	1500 Nuttman Ave. Fort Wayne IN 46809		2009050245	X	X	Signed & sent to Recorders Office	
7	Evaristo Olivera	3407 Vesey Ave. Fort Wayne, IN 46809		2019066849	X	X	Acquired	2020011564

April 2020

NWPZ CLINTON: WALLEN TO DIEBOLD WATER MAIN EXTENSION
RESOLUTION NO. 66562

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of a total of 4,200 LF of 16-inch and 12-inch HDPE water main by horizontal directional drilling along N. Clinton Street. Project will start near W. Wallen Road and terminate near Diebold Road passing under I-469. Project includes all associated hydrants, valves and appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **NWPZ Clinton: Wallen to Diebold Water Main Extension.**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility (Revenue).

Declares that this project is of public utility benefit.

Declares Board of Public Works has acquired the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $1,030,000.00.

APPROVED THIS 14 DAY OF April, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

WO#66562 - NWPZ Clinton: Wallen to Diebold Water Main Extension

Property Owner Information						Easment Information			
Parcel No.	Design Sheet No.	Property Owner	Property Address	Mailing Address	Source of Title: Deed Record & Page or Doc. No.	Area of Perm. Esmt. (sq.ft. or ac.)	Area of Temp. Esmt. (sq. ft. or ac.)	Remarks	Easement Doc. No. (after recording)
1	N/A	Banet-Roy development Company LLC	8923 N Clinton St, Fort Wayne, IN 46825	1900 S Liberty Dr., Bloomington, IN 47403	960005245	17,673 sq. ft.	0	Clinton Water Main Extension Project	2020008470
2	N/A	Arneo Inc	9218 N Clinton St, Fort Wayne, IN 46825	5005 Vandolah Rd, Leo, IN 46765	810020527	23,156 sq. ft.	0	Clinton Water Main Extension Project	2019057424
3	N/A	Indiana Michigan Power Company	9356 N Clinton St, 9337 Brooks Rd, Fort Wayne, IN 46825	1 Riverside Plaza 16th Floor, Columbus, OH 43215	2015007349, 2015026535	30,219 sq. ft.	0	Clinton Water Main Extension Project	2020006434

Notes: For area of easements, show in square feet for easement parcels less than one acre, and in acres for easement parcels equal to or greater than one acre.

FORT WAYNE CITY UTILITIES
LARGE WATER METER TESTING AND REPLACEMENT
REQUEST FOR PROPOSAL (RFP)
Resolution No. 107-4-14-20-1
Work Order No. 66923

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Whereas, City Utilities is looking for qualified contractors to provide testing and replacement services of City Utilities large water meters; and

Whereas, the project is necessary for the protection of public health and welfare of the in habitants of the area and fairly billing all large water meter customer's; and

Whereas, this project is of public utility benefit; and

Whereas, City Utilities is looking to receive proposals in the second quarter of 2020 and complete the work in 2020; and

Whereas, the Board of Public Works resolves that it is in our customers' best interest and the Utility's best interest, that we test our large water meteres and replace failing and miss sized water meters.

APPROVED THIS 14 DAY OF April, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

6600 to 6800 Block Bass Road & 3900 Block Smith Road Septic Elimination Project
RESOLUTION NO. 76598

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The project consists of eliminating 8 septic systems via installing approximately 4,189 LF of 2" HDPE force main, 2 terminal cleanouts, and 8 grinder pump stations in the 6600 to 6800 Block of Bass Rd and 3900 Block of Smith Rd.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **6600 to 6800 Block Bass Road & 3900 Block Smith Road Septic Elimination Project.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Septic Elimination Relief Fund.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares that Board of Public Works will acquire property rights described in Attachment "A" (Property Acquisition Summary Sheet)

States that there is a $1,400 cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $284,547.

APPROVED THIS 21st DAY OF April, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kuman Menon, Member

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

Project Name: 6600 to 6800 Block Bass Road & 3900 Block Smith Rd Septic Elimination Project

PROPERTY ADDRESS AND NAME	PURCHASE TYPE	PURCHASE PRICE	STATUS
3912 Smith Rd, Fort Wayne, IN, 46804	Easement	$0	Donated
3926 Smith Rd, Fort Wayne, IN, 46804	Easement	$0	Donated
5529 Glendale Rd, Fort Wayne, IN, 46804	Easement	$1,400	Acquired

TOTAL: $1,400

CSOCM11 – 3RPORT Deep Dewatering Pump Station Project
RESOLUTION NO. 76793

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of a Deep Dewatering Pump Station (DDPS) adjacent to the City's Water Pollution Control Plant as part of the Three River Protection and Overflow Reduction Tunnel (3RPORT) Program. The DDPS will utilize two vertical, below-grade shafts to serve as the Pump Station Shaft and Upflow Shaft. The DDPS project will consist of lining the shafts; furnishing and installing equipment within the shafts; above grade structures, gravity sewers, and appurtenances; and additional improvements required for a complete and operational facility.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "CSOCM11 - 3RPORT Deep Dewatering Pump Station Project".

Declares the cost of the said improvements shall be paid by the public funds from Fort Wayne Sewer Utility (SRF).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $53,205,000.

APPROVED THIS 21 DAY OF April, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

ARDMORE AVENUE & GULFSTREAM DRIVE STORMWATER IMPROVEMENTS
RESOLUTION NO. 83762

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 1740 LF of 60" storm sewer along Gulfstream Drive across Ardmore Avenue, modifications to the regional detention pond, and modifications of existing storm systems to connect to the proposed system.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Ardmore Avenue and Gulfstream Drive Stormwater Improvements.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Storm Water Utility (Revenue) and TIF Reimbursement.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $1,583,500.00.

APPROVED THIS 21st DAY OF April, 20 20.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	8510 Avionics Drive	HBC Realty Corp	Permanent	$0	Pending
2	PIN 02123351001000074	HBC Realty Corp	Permanent	$0	Pending
			TOTAL:	$0	

CITY UTILITIES ANNUAL ON-CALL CONCRETE CUT REPAIR SERVICES
RESOLUTION NO. 107-4-21-20-1

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs of Concrete Cuts made by the Utilities in the repair of the distribution and collection systems. All repairs are to be made to the Transportation Engineering Standards dated 8-27-15.

Said services shall be constructed in accordance with the plans and specifications.

APPROVED THIS 21 DAY OF April, 2020

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

May 2020

IMPROVEMENT RESOLUTION NO. 0419C

Springwood-Orchard Woods Concrete Street Repairs Phase 1

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

poor condition concrete streets in the Springwood-Orchard Woods neighborhood by removing and replacing concrete pavement, residential drive approaches, sidewalks and update ADA Ramps, improve drainage features, and finalize restoration and seeding.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 12 day of May, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AUTHORIZING FCC NOTIFICATION FOR SPECTRUM MANAGER LEASE OWNERSHIP DISCLOSURE INFORMATION AND SPECTRUM LEASE AGREEMENT

RESOLUTION NUMBER 107-5-12-20-1

WHEREAS, the City of Fort Wayne, Indiana (hereinafter referred to as the "City") the Lessee, has bought and uses FlexNet Equipment manufactured by Sensus; and

WHEREAS, Sensus is leasing spectrum to the City to operate the FlexNet equipment; and

WHEREAS, The spectrum that Sensus is leasing is authorized by Sensus' FCC License(s); and

WHEREAS, Sensus is leasing spectrum to the City in the area where FlexNet equipment will be operated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. That the Board of Public Works of the City of Fort Wayne, Indiana (hereinafter referred to as the "Board") approves the FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the City, coupled with Ownership Disclosure Information required for the FCC lease.

2. That the Board approves the Spectrum Lease Agreement between Sensus as Lessor and City as Lessee.

3. That the Board hereby authorizes Steve Wilson, Supervisor Meter Network Operations, to sign in the name of and on behalf of the Board, the Notification for Spectrum Manager Lease between the City and Sensus, and the Spectrum Lease Agreement agreements between the City and Sensus.

This Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

APPROVED this 12th day of May, 2020.

BOARD OF PUBLIC WORKS

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: _____
Mike Avila, Member

Attest: _____
Michelle Fulk-Vondran, Clerk

FCC Notification for Spectrum Manager Lease
Ownership Disclosure Information
and
Spectrum Lease Agreement
("Agreement")

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer, coupled with Ownership Disclosure Information required for the FCC lease and Part (2) is a Spectrum Lease Agreement between Sensus as Lessor and Customer as Lessee. Together, these two parts create the Agreement.

The number of pages in this Agreement is indicated below, and Customer represents that it has received, reviewed, and completed the entire Agreement. By their signatures below, the parties agree to the terms and conditions set forth in this Agreement. The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year written below.

Sensus USA Inc. & Sensus Spectrum, LLC (together, "Sensus")	**Customer:** City of Fort Wayne (IN)
Sensus USA Inc. Signature: David M Alban Name: David M. Alban Title: Associate General Counsel Date: 03/02/20	Signature: Steve Wilson Name: STEVE WILSON Title: Supervisor of Meter Network OPS Date: 03 MAR 2020
Sensus Spectrum, LLC Signature: David M Alban Name: David M. Alban Title: Associate General Counsel Date: 03/02/20	Customer contact person for FCC filings: Name: **City of Fort Wayne** Phone: 260-427-1182 Email: steve.wilson@cityoffortwayne.org Customer FRN: Customer Tax ID: 35-6001255

SENSUS

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

Customer / Lessee Information

1

Customer/Lessee Name:		
Attention To: City of Fort Wayne	**Name of Real Party In Interest:**Fort Wayne City Utilities	
Street Address: 200 E Berry St		**City: Fort Wayne/Allen County**
State: IN	**Zip:** 46802	**Phone:**2604276123
Fax:	**Email:**	

Is Customer contact information same as above? ☐Yes ☒ No (If No, complete box 2 below)

Additional Customer/Lessee Contact Information

2

Company Name: Water Maintenance and Service		
Attention To: Steve Wilson		
Street Address: 415 E Wallace St		**City:** Fort Wayne
State: IN	**Zip:** 46803	**Phone:** 260-427-1182
Fax: 260-427-1282	**Email:** steve.wilson@cityoffortwayne.org	

3

Customer/Lessee is a(n) (Select one): ☐Individual I ☐ Unincorporated Association I ☐Trust
☒Government Entity I ☐Corporation I ☐ Limited Liability Company I ☐General Partnership
☐Limited Partnership I ☐Limited Liability Partnership I ☐Consortium I ☐ Other _____.

4

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does not have a Form 602 on file.
Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5

Customer Tax ID:35-6001255

6

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.

Name	Steve Wilson	
Title:	Supervisor of Meter Network Operations	
Email:	Steve.wilson@cityoffortwayne.org	Phone: 260-449-6465

Ownership Disclosure Information

7

Customer/Lessee to list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

	US Citizen?	Ownership Disclosure?
Mayor: Tom Henry	☒Yes ☐No	☐Yes ☒No
Council Member: Paul Ensley	☒Yes ☐No	☐Yes ☒No
Council Member: Russ Jehl	☒Yes ☐No	☐Yes ☒No
Council Member: Thomas Didier	☒Yes ☐No	☐Yes ☒No
Council Member: Jason Arp	☒Yes ☐No	☐Yes ☒No
Council Member: Geoff Paddock	☒Yes ☐No	☐Yes ☒No
Council Member: Sharon Tucker	☒Yes ☐No	☐Yes ☒No
Council Member: Michelle Chambers	☒Yes ☐No	☐Yes ☒No
Council Member: Glynn Hines	☒Yes ☐No	☐Yes ☒No
Council Member: Tom Freistroffer	☒Yes ☐No	☐Yes ☒No

8

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	☐Yes ☒No

9

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐Yes ☒No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐Yes ☒No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐Yes ☒No

10

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒Yes

5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that it has association with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name:	MI:	Last Name:	Suffix:
Steve	L	Wilson	
Title: As authorized by the City of Fort Wayne Public Works – Per attached resolution		Customer Name: City Utilities-City of Fort Wayne Board of Public Works	
Signature:			Date: 03/03/2020

FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).

Part 2: SPECTRUM LEASE AGREEMENT

Background

A. Customer has bought or will buy or use FlexNet equipment manufactured by Sensus;
B. Sensus is leasing spectrum to Customer to operate the FlexNet equipment;
C. The spectrum that Sensus is leasing is authorized by Sensus' FCC License(s); and
D. Sensus is leasing spectrum to Customer in the area where FlexNet equipment will be operated (the "Service Area").

Agreement

A. **Spectrum Lease.** Sensus hereby grants to Customer and Customer accepts a spectrum manager lease ("Lease") over the frequencies of the FCC License and solely within Customer's Service Area. (The frequencies of the FCC License within Customer's geographic Service Area are called the "Leased Spectrum"). Customer shall pay the ongoing fees to either Sensus or Sensus' authorized distributor for the use of the Leased Spectrum, as directed by Sensus.

B. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will: (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.

C. **Lease Application.** In order to complete the FCC lease application, Customer will:

   i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.

   ii. Give Sensus the coordinates of the boundaries of Customer's Service Area or, alternatively, approve Sensus' estimation of the same.

   iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).

   iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.

D. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Area and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.

E. **Term of Spectrum Lease.** Unless terminated earlier (because for example Customer stopped using the FlexNet equipment), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and Customer's underlying agreement with Sensus and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.

F. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; or (c) upon Customer's breach of this Agreement.

G. **FCC Compliance.** The following FCC requirements apply

   i. Pursuant to 47 CFR 1.9040(a);

      (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;

      (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;

      (c) This Agreement is not an assignment, sale or other transfer of the FCC License;

      (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and

      (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.

   ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,

(a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and

(b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.

iii. Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.

H. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

I. **Limitation of Liability.** Each parties' liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively, "Causes of Action") shall be limited to direct damages. Neither party shall be liable for any indirect, incidental, special or consequential damages. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. The limitations on liability set forth in this Agreement are fundamental inducements to both parties to enter into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give the maximum protection permitted under law.

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###

Federal Communications Commission
Wireless Telecommunications Bureau

Spectrum Leasing Arrangement

ATTN: STEVE WILSON
CITY OF FORT WAYNE
200 E. BERRY STREET
FORT WAYNE, IN 46802

Date: 03/12/2020
Reference Number: 6628588

This approval allows the Lessee to lease spectrum from the Licensee pursuant to the provisions and requirements of Subpart X of Part 1 of the Commission's Rules, 47 C.F.R. Part 1, and as described in the associated spectrum leasing application or notification.

Type of Lease Arrangement	Lease Term	Lease Identifier
Spectrum Manager Lease	Long Term	L000041020

Lease Grant/Accepted Date	Lease Commencement Date	Lease Expiration Date
03/12/2020	04/01/2020	04/15/2023

Call Sign	Radio Service
WQKM410	CN - PCS Narrowband

Lessee Information
0029304573 City of Fort Wayne Attn: Steve Wilson 200 E. Berry Street Fort Wayne, IN 46802

Licensee Information
0015015019 Sensus Spectrum LLC Attn: Stanton B. Woodcock 8350 Greensboro Drive, Suite 522 McLean, VA 22102

Geographically-Licensed Services		
Market Number	Market Name	Channel Block
NWA255	U.S. and Possessions	25

Condition:
This lease may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum associated with this leasing agreement, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Federal Communications Commission
Wireless Telecommunications Bureau

Spectrum Leasing Arrangement

ATTN: STEVE WILSON
CITY OF FORT WAYNE
200 E. BERRY STREET
FORT WAYNE, IN 46802

Date: 03/12/2020
Reference Number: 6628587

This approval allows the Lessee to lease spectrum from the Licensee pursuant to the provisions and requirements of Subpart X of Part 1 of the Commission's Rules, 47 C.F.R. Part 1, and as described in the associated spectrum leasing application or notification.

Type of Lease Arrangement	Lease Term	Lease Identifier
Spectrum Manager Lease	Long Term	L000041019

Lease Grant/Accepted Date	Lease Commencement Date	Lease Expiration Date
03/12/2020	04/01/2020	04/15/2023

Call Sign	Radio Service
WQKM409	CN - PCS Narrowband

Lessee Information
0029304573 City of Fort Wayne Attn: Steve Wilson 200 E. Berry Street Fort Wayne, IN 46802

Licensee Information
0015015019 Sensus Spectrum LLC Attn: Stanton B. Woodcock 8350 Greensboro Drive, Suite 522 McLean, VA 22102

Geographically-Licensed Services		
Market Number	Market Name	Channel Block
NWA255	U.S. and Possessions	19

Condition:
This lease may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum associated with this leasing agreement, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Federal Communications Commission
Wireless Telecommunications Bureau

Spectrum Leasing Arrangement

ATTN: STEVE WILSON
CITY OF FORT WAYNE
200 E. BERRY STREET
FORT WAYNE, IN 46802

Date: 03/12/2020
Reference Number: 6628586

This approval allows the Lessee to lease spectrum from the Licensee pursuant to the provisions and requirements of Subpart X of Part 1 of the Commission's Rules, 47 C.F.R. Part 1, and as described in the associated spectrum leasing application or notification.

Type of Lease Arrangement	Lease Term	Lease Identifier
Spectrum Manager Lease	Long Term	L000041018

Lease Grant/Accepted Date	Lease Commencement Date	Lease Expiration Date
03/12/2020	04/01/2020	04/15/2023

Call Sign	Radio Service
WQEM410	CN - PCS Narrowband

Lessee Information
0029304573 City of Fort Wayne Attn: Steve Wilson 200 E. Berry Street Fort Wayne, IN 46802

Licensee Information
0015015019 Sensus Spectrum LLC Attn: Stanton B. Woodcock 8350 Greensboro Drive, Suite 522 McLean, VA 22102

Geographically-Licensed Services		
Market Number	Market Name	Channel Block
NWA255	U.S. and Possessions	25

Condition:
This lease may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum associated with this leasing agreement, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Runnion and Wheeler Sanitary Sewer
WO#76634

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

The installation of 150 linear feet of 12" sanitary sewer, the reroute of 50 linear feet of 12" sanitary sewer and 3 structures.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Runnion and Wheeler Sanitary Sewer.**

Declares the cost of the said improvements shall be paid by the funds from the Sewer Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost is **$83,050.00**.

APPROVED THIS 19th **DAY OF** May **, 2020.**

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

June 2020

Siphon Access Roads
RESOLUTION NO. 76068

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the grading and installation of three gravel access roads to sewer siphons located throughout the City.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Siphon Access Roads.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $297,000.00

APPROVED THIS 16 DAY OF June, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	7303 Winchester Road	Penguin Point Franchise Systems, Inc.	Permanent Easement	$8,000	Acquired
2	8607 Winchester Road	June K. Nill	Permanent Easement	$505	Acquired
3	8001 Winchester Road	Timothy E. Persing & Loretta L. Bazur-Persing	Permanent Easement	$700	Acquired
4	8000 Winchester Road	John F. Popp	Permanent Easement	$13,210	Acquired
			TOTAL:	**$22,415**	

IMPROVEMENT RESOLUTION NO. 0390A

2020 - Resurfacing Package SE

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Resurfacing of streets in Council Districts 5 & 6 by milling and resurfacing 1.5"- 3", asphalt patching as necessary, furnishing and adjusting new castings, adjusting existing castings/ water valve boxes, placement of new pavement markings and installation of new traffic detection as noted.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 23 day of June, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0460B

Brick Alley Reconstruction East-West: Wayne St, Washington Blvd, Van Buren, Jackson

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Brick Alley from Jackson St. to Van Buren St. between W. Washington Blvd. and W. Wayne St., by removing and resetting the existing brick alley, reconstructing alley drive approaches, replacing castings, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 23 day of June, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0461B

Brick Alley Reconstruction East/West: Wayne St, Washington Blvd, Union St, Rockhill St

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Brick Alley from Rockhill St. to Union St. between Washington Blvd. and Wayne St., by removing and resetting the existing brick alley, reconstructing alley drive approaches and adjacent sidewalk, furnishing and adjusting new castings, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 23 day of June, 2020

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

CU 6.30.2020

Approval of Resolution #107-6-30-20-1, Approving Rules and Regulations Pertaining to MyWater Meter Replacement Program.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

Rules and Regulations Pertaining to
MyWater Meter Replacement Program

I. Description of Program and Authority

A. On October 8, 2019, the Common Council of the City of Fort Wayne, Indiana ("Common Council") approved an agreement for a comprehensive meter replacement program that will involve installing new meters and communication devices and providing customer-friendly access to usage data (the "MyWater Meter Replacement Program" or "Program"). This Program is mandatory for all customers of Fort Wayne City Utilities and failure to participate as outlined herein may subject the customer's water service to disconnection.

B. To ensure the safe, economical, and efficient management and protection of Fort Wayne City Utilities and its employees throughout the duration of the Program, the Fort Wayne Board of Public Works ("Board") has approved these Rules and Regulations pertaining to the Program (the "MyWater Rules and Regulations") in accordance with I.C. § 8-1.5-3-4.

C. Pursuant to the terms of the agreement approved by the Common Council, the majority of the work to replace meters and install the communication devices will be performed by the private contractor chosen by Fort Wayne City Utilities to implement the Program. There will, however, be instances where Fort Wayne City Utilities performs the work directly—whether as a result of scheduling issues with the private contractor, as part of its regular maintenance duties, or for other logistical reasons. These MyWater Rules and Regulations are intended to provide the applicable procedures when work is undertaken by Fort Wayne City Utilities as opposed to the private contractor unless specifically stated otherwise.

II. Installations of New Meters and Wire

A. When necessary or appropriate, Fort Wayne City Utilities (the "Utility") will complete installations of new meters, including running the necessary wire to the exterior of the customer's building and installing an appropriate water meter communication device, as part of the Program.

B. For customers who do not already have a water meter communication device installed outside of their building or the appropriate wire, the Utility will run wire from the existing location within the building to the outside of the building, provided there is direct access from the existing location to an exterior wall. However, all customers shall also have the option of installing the wire themselves or having a private contractor install the wire in accordance with the customer's preferences. In cases where there is no direct access to an exterior wall, the customer will be responsible for installing the wire or hiring a private contractor to install the wire.

C. All new wire that is installed must be 6-wire, 22-26 gauge wire, solid diameter.

D. When the Utility or its representative installs the wire, the Utility or its representative shall have the right to determine the best path for the wire, meaning the most efficient way to run the wire outside. The Utility or its representative shall not be required to accommodate requests to run wire in a different manner than what was determined by the Utility or its representative to be the most efficient path. If a customer wants the wire to be run in a different manner, the customer shall be given thirty (30) days to run the wire or to hire a private contractor to run the wire in accordance with the customer's preferences. Failure by the customer to have the wire installed within thirty (30) days may subject the customer's water service to disconnection. Additionally, the customer will be assessed a special trip charge in accordance with the Utility's Miscellaneous Rates and Charges for the cost to return to the customer's premises and connect the wire to the meter.

E. For all work performed by the Utility, the Utility will take reasonable precautions to prevent and/or minimize damage to the customer's premises. Regardless of the amount of care that is taken, however, it is possible that damage, such as damage to drywall, siding, masonry, or other materials may occur. The Utility is not responsible for damages to the customer's premises, including, without limitation, damage to drywall, siding, masonry, or other materials except to the extent caused by the Utility's intentional misconduct.

F. Upon completion of any work by the Utility, the Utility will clean up any debris and/or materials used in the work and the premises will be left in a broom-swept condition.

G. If a customer elects to install the wire or have a private contractor install the wire, the Utility or its representative will provide existing customers with the amount of wire that would be needed to run the wire to the outside along the Utility's or its representative's preferred path. The customer is responsible for obtaining any additional wire that may be necessary to complete the installation along a different path. The Customer may pick up the additional wire if necessary, from the Utility or its representative. Such wire must comply with the specifications provided in Subsection C. above.

H. The customer is responsible for the condition of any wire installed by the customer or a private contractor. If the wire is damaged and/or prevents the meter from communicating with the water meter communication device, the customer will be provided thirty (30) days to have the wire repaired to ensure proper functioning. Failure to complete any necessary repairs within thirty (30) days may result in disconnection of water service. The customer may also be charged an additional trip fee since the Utility or its representative will have to return at a later date to connect the wire to the meter.

III. Access to Meter and Premises

A. In accordance with the Fort Wayne Water Utility General Rules and Regulations, properly authorized representatives of the Utility shall have the right to enter upon the customer's premises at all reasonable times for the purpose of reading, inspecting, repairing, testing, removing, relocating or replacing the meter or meters, water meter communication devices, and other equipment used in connection with the customer's service. Failure to allow access to the customer's premises for the above purposes after receipt of a written request shall be cause for discontinuance of the service.

B. Each customer is responsible for providing unobstructed and non-hazardous access to the Customer's premises and the meter, water meter communication device and other Utility owned equipment so that representatives of the Utility may take meter readings, make all necessary inspections, and maintain, replace, or remove the meter, water meter communication device and/or equipment of the Utility. The Customer is responsible for ensuring that meters and other equipment are installed in accordance with the Utility's design standards and specifications.

C. If a Utility representative determines that work or testing would be unsafe due to existing conditions on the customer's premises or the location of the meter or other equipment on the customer's premises, the customer shall be notified in writing and shall have thirty (30) days to complete the necessary repairs to allow for safe working conditions or access to the meter. Failure to complete the necessary repairs within thirty (30) days may result in discontinuance of service.

IV. Appointments

A. An individual over the age of eighteen (18) with a photo ID and who has authority to make decisions on behalf of the property owner must be present at the time work is performed by the Utility. If a customer is unable to be present when the work is scheduled to be performed, the customer may designate a friend, family member, neighbor, or other individual over the age of eighteen (18) to be present at the time of the work. In such a case, the customer is encouraged to contact the Utility in advance to let the Utility know who will be present. In any event, the Utility is entitled to rely on the authority of any individual who is present at the time of the appointment if the property owner is not present.

B. The Utility understands that circumstances may arise that could require a customer to change or cancel a previously scheduled appointment. In such cases, the customer must contact the Utility at least twenty-four (24) hours prior to the scheduled appointment time to reschedule the appointment. Failure to notify the Utility at least twenty-four (24) hours in advance of the appointment time may result in the customer being charged an additional trip charge in accordance with the Utility's Miscellaneous Rates and Charges.

C. If a customer has cancelled or missed (2) scheduled appointments, the Customer will be provided written notice requiring the meter installation to be completed within ten (10) days. If the customer fails to promptly contact the Utility and the Utility is unable to complete the installation within the ten (10) days specified in the notice, the Customer's service shall be subject to disconnection. In addition, the customer may be assessed additional charges, such as additional trip charges, to allow the Utility to recover any costs it incurs as a result of the cancellation(s).

D. Threatening behavior toward any Utility staff will not be tolerated. If a customer engages in threatening behavior while Utility staff is on the premises, the threatened individual will leave the premises and the customer will be charged an additional trip charge for the appointment. The police department may also be notified.

V. Vacant and For Sale Properties

A. Properties that are vacant or for sale which do not have an active water account will not have a new meter installed or wire run until the property becomes occupied and a request for new water service is made. Once a new request has been made, the Utility will promptly work with the prospective customer to schedule a time to install the new meter and run any necessary wire. Except in cases where the Utility is unable to schedule an appointment within five (5) days of the date of the request for new water service, water will not be turned on until the new meter is installed.

VI. Application of Water Rules and Regulations and the Fort Wayne City Code

A. Any work performed by the Utility as part of the Program shall be governed by these MyWater Rules and Regulations, the Fort Wayne Water Utility General Rules and Regulations, and the provisions of Chapter 52 of the Fort Wayne City Code. In the event of a conflict between any of the foregoing authorities, the order of precedence shall be as follows: first, the provisions of the City Code; second, these MyWater Rules and Regulations; and third, the Fort Wayne Water Utility General Rules and Regulations.

B. If a customer is aggrieved by a determination of the Utility, including a determination to discontinue water service pursuant to the terms of these MyWater Rules and Regulations, that customer shall have the same rights of appeal as set forth in the Fort Wayne Water Utility General Rules and Regulations.

July 2020

IMPROVEMENT RESOLUTION NO. 0432G

Woodstock Drive & Woodstock Court Curb Improvements

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

That it is deemed necessary to improve:

Woodstock Drive between Inwood Dr. and Glencairn Dr. and Woodstock Court from Woodstock Dr. to cul-de-sac by removing and replacing the existing curbs along both sides of the roadway. This project includes minor stormwater improvements and concrete sidewalk/yardwalk installation as well. There are twenty-eight (28) properties affected by this project.

All in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost for sidewalks, drives, curbs, and yard walks shall be assessed 50% on the real estate abutting on said improvements and 50% upon the City of Fort Wayne, Indiana, if the said City is benefited by said improvement and the cost for stormwater improvements and appurtenances affected by construction shall be assessed 100% on said City, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory hereto and supplemental thereof.

Assessments, if deferred, are to be paid with interest at the rate of three percent (3%) per annum as set by the Board of Public Works and shall be financed under Revolving Barrett Law as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessment of property, collection of assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

Adopted this 7th day of July, 20 20

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

CU 7.7.2020

Approval of Resolution #107-7-7-20-1, Approving Interceptor Control Agreement between the City of Fort Wayne, Indiana and Silverado Properties, LLC for property located at 4037 Ice Way, Fort Wayne, IN 46805.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CU #107-7-7.20-1
7-7-2020

INTERCEPTOR CONTROL AGREEMENT

Address Served: 4037 Ice Way, Fort Wayne, IN 46805

Cross Reference to Document:

(4037 Ice Way= Doc. No. ****)

THIS INTERCEPTOR CONTROL AGREEMENT ("Agreement") is entered into this 7th day of ~~June~~ July 2020, by and between Silverado Properties, LLC, an Indiana limited liability company (the "Owner") of certain real estate located in the City of Fort Wayne, Indiana, recorded in the office of the Recorder of Allen County, Indiana, at Document No. _____ (the "Property") and the City of Fort Wayne, by and through its Board of Public Works (the "City"). Owner and the City are sometimes individually referred to herein as a "Party" and jointly as "the Parties".

RECITALS:

A. The Property owned by Owner has improvements including a multi-tenant building which was completed in 2017 and is served by sanitary sewer and water laterals owned by Owner that are connected to the City's public sanitary sewer and water systems, respectively.

B. Owner acknowledges that pursuant to the City's regulations, each tenant in the multi-tenant building which connects to the City's water and sanitary sewer system must be connected by grease interceptors with separate control manholes, which requirement the Owner has requested the City to waive.

C. The City is willing to make certain accommodations to Owner upon the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Recitals to this Agreement are true and correct, are material terms to this Agreement, and are fully incorporated by reference herein.

2. The City agrees to permit all the outside grease interceptors for the entire building on the Property to be installed, used, and monitored from one (1) shared control manhole subject to the terms of this Agreement ("Common System").

3. Owner shall at its expense own, operate and maintain the Common System to ensure that the Common System functions as required by City's and other applicable regulations during the period of Owner's ownership of the Property. Owner expressly acknowledges and agrees that the City shall have no ownership interest in the Common System, and the City is not responsible for maintenance or operation of the Common System.

4. Owner assumes full responsibility for the quality of the waste material discharged to the City's sanitary sewer system through the Common System during the period of its ownership of the Property. If monitoring or sampling from the Common System reveals the presence of any prohibited discharge or exceedance of any applicable local limits, Owner shall be subject to enforcement action as set forth in Chapter 51 of the Fort Wayne Code of Ordinances, the Fort

Wayne Water Pollution Control Utility General Rules and Regulations, and/or the City's Enforcement Response Plan. Unless Owner in good faith disputes the basis for the enforcement action, failure to comply with an enforcement action, including, without limitation, failure to pay any fines or penalties assessed, may result in termination of this Agreement by the City and an order from the City to install separate control manholes for each tenant of the building that does or may discharge prohibited waste to the City's sewer system.

5. Owner shall not make changes to the location or configuration of the Common System, and shall not make or permit others to make any connection to the Common System or to the individual sewer and water service laterals serving either property without City's prior written approval.

6. No additional connection(s) to the Common System will be approved by the City unless and until any new party that will be served by the additional connection(s) have been made a party to this Agreement and expressly accepted the terms and conditions outlined herein.

7. During the period of its ownership of the Property, Owner agrees to indemnify and hold harmless City, its successors and assigns, from and against any and all claims for damages, injuries, losses, demands or costs arising out of or in any manner associated with the operation or maintenance of the Common System, except for any claims arising solely as a result of City's own negligent or intentional acts.

8. The terms and provisions of this Agreement shall be binding upon City, its successors, nominees, and assigns in right, title, and interest in and to the public sanitary sewer and water systems, and upon Owner, its successors and assigns in title to the Property during their respective periods of ownership of the Property and shall run with the Property.

9. Upon execution by all of the Parties, this Agreement shall be recorded in the Office of the Recorder of Allen County, Indiana.

10. This Agreement may only be amended by the prior written consent of Owner and City and any successor in title during its respective period of ownership.

11. The laws of the State of Indiana shall govern this Agreement. Venue for any dispute shall lie in the state and federal courts sitting in Allen County, Indiana.

[Signatures appear on following pages]

SIGNATURE OF OWNER

OWNER:

SILVERADO PROPERTIES, LLC

By: John Nichols

Name: John Nichols

Title: Manager

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared John Nichols, as Manager on behalf of Silverado Properties, LLC, who being first duly sworn upon his oath, states that he is the authorized representative of the owner of the real estate described as 4037 Ice Way herein, and as such duly authorized to execute the foregoing Agreement, and acknowledged the same as his voluntary act and deed.

WITNESS my hand and seal this 30 day of ~~July~~ June, 2020.

My Commission Expires: 7/25/24

Joleve S. Gordon
Signature of Notary Public

Resident of Allen County, Indiana

Joleve S. Gordon
Notary Public, Name Printed

NOTARY PUBLIC SEAL STATE OF INDIANA

[Signatures continue on following pages]

EXECUTED AND DELIVERED in my presence:

Witness's Signature

Witness: Robert E. Doelling, Jr.
Witness's Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Robert E. Doelling, Jr., being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by John Nichols, Manager, Silverado Properties, LLC, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

WITNESS my hand and seal this 30th day of June, 2020.

My Commission Expires: 07/25/2024

Signature of Notary Public

Resident of Allen County, Indiana

JoAnne S. Gordon
Notary Public, Name Printed

NOTARY PUBLIC SEAL STATE OF INDIANA

SIGNATURE OF CITY

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

ATTEST: _____ 7-1-2020
Michelle Fulk-Vondran, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared the within named City of Fort Wayne Board of Public Works, "City" herein, by Shan Gunawardena, Kumar Menon, and Mike Avila as members of the Board of Public Works, Fort Wayne, Indiana, and acknowledged the execution of the foregoing Agreement as their voluntary act and deed.

WITNESS my hand and seal this [redacted] day of July, 2020. 7/7/2020

My Commission Expires: _____

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Resident of Allen County County, Indiana
My Commission Expires Nov 6, 2022

Michelle R. Nelson
Signature of Notary Public

Michelle R. Nelson
Notary Public, Name Printed

EXECUTED AND DELIVERED in my presence:

Witness's Signature

Witness: Brandon Almas
Witness's Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by City of Fort Wayne Board of Public Works, "City" herein, by Shan Gunawardena, Kumar Menon, and Mike Avila as members of the Board of Public Works, Fort Wayne, Indiana, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

WITNESS my hand and seal this 7th day of July, 2020.

My Commission Expires: _____

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Resident of _____ County, Indiana

Michelle R. Nelson
Signature of Notary Public

Michelle R. Nelson
Notary Public, Name Printed

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Brandon J. Almas.
Date: ~~July~~ 30, 2020

This instrument prepared by:
Brandon J. Almas, Fort Wayne City Utilities.

EXHIBIT A
LEGAL DESCRIPTION

Part of the Northwest Quarter of Section 26, Township 31 North, Range 12 East of the Second Principal Meridian, Washington Township in Allen County, Indiana, more particularly described as follows:

Commencing at a 5/8" steel rebar at the intersection of the West right-of-way line of the Penn Central Railroad and the North right-of-way line of Fernhill Avenue, said point being 325.2 feet North of the South line of the Northwest Quarter of Section 26, Township 31 North, Range 12 East, Allen County, Indiana; thence South 78 degrees 30 minutes 58 seconds West, a distance of 291.42 feet along said North right-of-way line of Fernhill Avenue to a 3/8" steel rebar found; thence South 74 degrees 17 minutes 18 seconds West, a distance of 120.46 feet along said right-of-way line to a 3/8" steel rebar found; thence South 79 degrees 04 minutes 46 seconds West, a distance of 95.57 feet along said right-of-way line to a 3/8" steel rebar found on a tangent curve, concave to the North, having a radius of 1291.31 feet; thence Westerly along said right-of-way line and said curve a distance of 172.84 feet, having a central angle of 07 degrees 40 minutes 08 seconds, and a chord of 172.71 feet bearing South 82 degrees 46 minutes 04 seconds West to the point of tangency; thence South 86 degrees 31 minutes 02 seconds West, a distance of 115.99 feet along said right-of-way line to a 5/8" steel rebar with a "Miller LS Firm #0095" identification cap; thence North 03 degrees 31 minutes 04 seconds West, a distance of 329.56 feet to a 5/8" steel rebar with a "Miller LS Firm #0095" identification cap; thence North 04 degrees 35 minutes 41 seconds West, a distance of 305.44 feet to a 5/8" steel rebar with a "Miller LS Firm #0095" identification cap; thence North 06 degrees 15 minutes 50 seconds West, a distance of 508.51 feet to a 5/8" steel rebar with a "Miller LS Firm #0095" identification cap on the North line of an 0.519 acre tract, said point also being the POINT OF BEGINNING of the herein described tract thence continuing North 06 degrees 15 minutes 50 seconds West, a distance of 439.55 feet to a 5/8 " steel rebar with a "Miller LS Firm #0095" identification cap on the North line of an existing tract described in Document Number 205074707 in the Office of the Recorder of Allen County, Indiana thence North 70 degrees 15 minutes 04 seconds East, a distance of 171.08 feet along said North line to a 5/8" steel rebar with a "Miller LS Firm #0095" identification cap on the West line of an existing tract described in Document Number 2010013930 in the Office of the Recorder of Allen County, Indiana; thence South 33 degrees 20 minutes 00 seconds East, a distance of 246.18 feet along said right-of-way line to a 5/8" steel rebar with a "Miller LS Firm #0095" identification cap thence South 27 degrees 40 minutes 47 seconds East, a distance of 38.96 feet to a 5/8" steel rebar with a "Miller LS Firm #0095" identification cap; thence South 11 degrees 35 minutes 29 seconds West, a distance of 46.45 feet to a 5/8" steel rebar with a "Miller LS Firm #0095" identification cap; thence South 50 degrees 52 minutes 32 seconds West, a distance of 33.77 feet to a 5/8 " steel rebar with a "Miller LS Firm #0095" identification cap; thence South 56 degrees 34 minutes 57 seconds West, a distance of 53.46 feet to a 5/8 "steel rebar with a "Miller LS Firm #0095" identification cap at a tangent curve, concave to the Southeast, having a radius of 210.50 feet; thence Southwesterly along said curve a distance of 87.78 feet, having a central angle of 23 degrees 53 minutes 31 seconds, and a chord of 87.14 feet bearing South 44 degrees 38 minutes 11seconds West to a 5/8" steel rebar with a "Miller LS Firm #0095"identification cap on a curve, concave to the East, having a radius of 205.50 feet; thence Southerly along said curve a distance of 89.27 feet, having a central angle of 24 degrees 53 minutes 20 seconds, and a chord of 88.57 feet bearing South 15 degrees 48 minutes 57 seconds West to a 5/8" steel rebar with a "Miller LS Firm #0095" identification cap on the North line of a 0.519 acre tract; thence South 83 degrees 44 minutes 10 seconds West, a distance of 101.53 feet along said North line to the Point of Beginning. Containing 2.231Acres, more or less. Subject to easements of record.

CU 7-7-2020

Approval of Resolution #107-7-7-20-2, Approving Interceptor Control Agreement between the City of Fort Wayne, Indiana and Silverado Properties, LLC for property located at the SW corner of Crescent Avenue and Hobson Road, Fort Wayne, IN 46815.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CU #107-7-7-20-2
7.7.2020

INTERCEPTOR CONTROL AGREEMENT

Address Served: SW Corner of Cresent Avenue and Hobson Road, Fort Wayne, IN 46815

Cross Reference to Document:

(Doc. No. _____)

THIS INTERCEPTOR CONTROL AGREEMENT ("Agreement") is entered into this 7th day of July, 2020, by and between Silverado Properties, LLC, an Indiana limited liability company, as owner of certain real estate improvements ("Building Owner") constructed upon the land located at the Southwest corner of Cresent Avenue and Hobson Road in the City of Fort Wayne, Indiana, consisting of approximately 1.017 acres, the Legal Description of which is set forth in Exhibit A attached hereto (the "Property") and the City of Fort Wayne, by and through its Board of Public Works (the "City"). Building Owner and the City are sometimes individually referred to herein as a "Party" and jointly as "the Parties".

RECITALS:

A. The Property is owned by The Trustees of Purdue University who, as owner, entered into a certain Ground Lease on or about September 16, 2014, with RCI Development, LLC ("RCI") which accepted possession of the Property and subsequently assigned its interest as ground lessee to Building Owner.

B. RCI and Building Owner constructed certain improvements upon the Property including a multi-tenant building which were completed in or about 2014 (the "Improvements") and are served by sanitary sewer and water laterals owned by Building Owner that are connected to the City's public sanitary sewer and water systems, respectively.

B. Building Owner acknowledges that pursuant to the City's regulations, each tenant in the multi-tenant building which connects to the City's water and sanitary sewer system must be connected by grease interceptors with separate control manholes, which requirement the Building Owner has requested the City to waive.

C. The City is willing to make certain accommodations to Building Owner upon the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Recitals to this Agreement are true and correct, are material terms to this Agreement, and are fully incorporated by reference herein.

2. The City agrees to permit all the outside grease interceptors for the Improvements on the Property to be installed, used, and monitored from one (1) shared control manhole subject to the terms of this Agreement ("Common System").

3. Building Owner shall at its expense own, operate and maintain the Common System to ensure that the Common System functions as required by City's and other applicable regulations during the period of Building Owner's ownership of the Improvements. Building Owner expressly

acknowledges and agrees that the City shall have no ownership interest in the Common System, and the City is not responsible for maintenance or operation of the Common System.

4. Building Owner assumes full responsibility for the quality of the waste material discharged to the City's sanitary sewer system through the Common System during the period of its ownership of the Improvements. If monitoring or sampling from the Common System reveals the presence of any prohibited discharge or exceedance of any applicable local limits, Building Owner shall be subject to enforcement action as set forth in Chapter 51 of the Fort Wayne Code of Ordinances, the Fort Wayne Water Pollution Control Utility General Rules and Regulations, and/or the City's Enforcement Response Plan. Unless Building Owner in good faith disputes the basis for the enforcement action, failure to comply with an enforcement action, including, without limitation, failure to pay any fines or penalties assessed, may result in termination of this Agreement by the City and an order from the City to install separate control manholes for each tenant of the building that does or may discharge prohibited waste to the City's sewer system.

5. Building Owner shall not make changes to the location or configuration of the Common System, and shall not make or permit others to make any connection to the Common System or to the individual sewer and water service laterals serving the Improvements without City's prior written approval.

6. No additional connection(s) to the Common System will be approved by the City unless and until any new party that will be served by the additional connection(s) have been made a party to this Agreement and expressly accepted the terms and conditions outlined herein.

7. During the period of its ownership of the Improvements, Building Owner agrees to indemnify and hold harmless City, its successors and assigns, from and against any and all claims for damages, injuries, losses, demands or costs arising out of or in any manner associated with the operation or maintenance of the Common System, except for any claims arising solely as a result of City's own negligent or intentional acts.

8. The terms and provisions of this Agreement shall be binding upon City, its successors, nominees, and assigns in right, title, and interest in and to the public sanitary sewer and water systems, and upon Building Owner, its successors and assigns in title to the Improvements during their respective periods of ownership of the Improvements and shall run with the Property.

9. Upon execution by all of the Parties, this Agreement shall be recorded in the Office of the Recorder of Allen County, Indiana.

10. This Agreement may only be amended by the prior written consent of Building Owner and City and any successor in title during its respective period of ownership.

11. The laws of the State of Indiana shall govern this Agreement. Venue for any dispute shall lie in the state and federal courts sitting in Allen County, Indiana.

[Signatures appear on following pages]

SIGNATURE OF BUILDING OWNER

BUILDING OWNER:

SILVERADO PROPERTIES, LLC

By: _____

Name: John Nichols

Title: Manager

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared John Nichols, as Manager on behalf of Silverado Properties, LLC, who being first duly sworn upon his oath, states that he is the authorized representative of the owner of the improvments on the real estate described as _____ herein, and as such duly authorized to execute the foregoing Agreement, and acknowledged the same as his voluntary act and deed.

WITNESS my hand and seal this 30 day of June, 2020.

My Commission Expires: 7/25/24

_____
Signature of Notary Public

Resident of Allen County, Indiana

Joanne S. Gordon
Notary Public, Name Printed

[Signatures continue on following pages]

NOTARY PUBLIC SEAL STATE OF INDIANA

EXECUTED AND DELIVERED in my presence:

Witness's Signature

Witness: Robert E. Doelling, Jr.
Witness's Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Robert E. Doelling, Jr., being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by John Nichols, Manager, Silverado Properties, LLC, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

WITNESS my hand and seal this 24th day of ~~July~~ June 2020.

My Commission Expires: 07/25/2024

Signature of Notary Public

Resident of Allen County, Indiana

JoAnne S. Gordon
Notary Public, Name Printed

NOTARY PUBLIC SEAL STATE OF INDIANA

SIGNATURE OF CITY

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared the within named City of Fort Wayne Board of Public Works, "City" herein, by Shan Gunawardena, Kumar Menon, and Mike Avila as members of the Board of Public Works, Fort Wayne, Indiana, and acknowledged the execution of the foregoing Agreement as their voluntary act and deed.

WITNESS my hand and seal this 7th day of July, 2020.

My Commission Expires: _____

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Resident of _____ County, Indiana

_____
Signature of Notary Public

_____
Notary Public, Name Printed

EXECUTED AND DELIVERED in my presence:

Witness's Signature

Witness: Brandon Almas
Witness's Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by City of Fort Wayne Board of Public Works, "City" herein, by Shan Gunawardena, Kumar Menon, and Mike Avila as members of the Board of Public Works, Fort Wayne, Indiana, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

WITNESS my hand and seal this 7th day of July, 2020.

My Commission Expires: _____

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Resident of _____ County, Indiana

Michelle R. Nelson
Signature of Notary Public

Michelle R. Nelson
Notary Public, Name Printed

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Brandon J. Almas.
Date: ~~July~~ 7th, 2020

This instrument prepared by:
Brandon J. Almas, Fort Wayne City Utilities.

EXHIBIT A
LEGAL DESCRIPTION

Miller Land Surveying, Inc.

Corporate Office: 221 Tower Drive, P.O. Box 34, Monroe, IN 46772, Phone: 260-692-6166, Fax: 260-692-6242
Fort Wayne Office: 217 Airport North Office Park, Fort Wayne, IN 46825, Phone: 260-489-8571, Fax: 260-489-8570

Legal Description
IPFW Multi Tennant Lease Description
1.017 Acres

Part of the Northeast Quarter of Section 30, Township 31 North, Range 13 East of the Second Principal Meridian, St. Joseph Township in Allen County, Indiana, more particularly described as follows:

Commencing at a brass plug marking the Southeast corner of said Northeast Quarter; thence North 02 degrees 54 minutes 31 seconds West (assumed bearing and basis of bearings to follow), a distance of 2510.09 feet along the East line of said Northeast Quarter and within the right-of-way of Hobson Road to a point that is South 02 degrees 54 minutes 31 seconds East, a distance of 127.00 feet from a 1" iron pin marking the intersection of the centerline of State Road #37 with the East line of said Northeast Quarter per the Indiana Department of Transportation State Highway right-of-way plans for Project Number ST-F 312(A); thence South 87 degrees 05 minutes 29 seconds West, a distance of 50.00 feet to the West right-of-way line of Hobson Road per said right-of-way plans; thence North 51 degrees 00 minutes 42 seconds West, a distance of 33.90 feet along Southeasterly right-of-way line of State Road #37 per said right-of-way plan; thence South 65 degrees 54 minutes 05 seconds West, a distance of 287.61 feet along said right-of-way; thence South 53 degrees 40 minutes 42 seconds West, a distance of 48.72 feet along said right-of-way line to the Westerly line of a 2.134 acre tract for a CVS Store, said point also being the POINT OF BEGINNING of the herein described tract; thence South 35 degrees 55 minutes 13 seconds East, a distance of 129.24 feet along said Westerly line; thence South 02 degrees 24 minutes 32 seconds East, a distance of 50.01 feet along said Westerly line; thence South 70 degrees 23 minutes 25 seconds East, a distance of 46.45 feet along said Westerly line; thence South 02 degrees 07 minutes 35 seconds East, a distance of 63.75 feet along said Westerly line; thence South 87 degrees 52 minutes 25 seconds West, a distance of 285.03 feet; thence North 49 degrees 49 minutes 37 seconds West, a distance of 43.58 feet to the Southeasterly right-of-way line of State Road #37; thence North 39 degrees 46 minutes 18 seconds East, a distance of 247.09 feet along said right-of-way line; thence North 53 degrees 40 minutes 42 seconds East, a distance of 44.70 feet along said right-of-way line to the Point of Beginning. Containing 1.017 Acres, more or less. Subject to easements of record.

Survey Job #13072400
Date: August 15, 2013
Miller Land Surveying, Inc.

IMPROVEMENT RESOLUTION NO. 0420C

Aspen Village Concrete Street Repairs

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Aspen Village Neighborhood by removing and replacing existing deteriorated concrete streets, improving drainge, adding under drain, upgrading ADA ramps, and eliminating trip hazards.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14 day of July, 20 20.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0457C

Fallen Timbers Blue Jacket Run

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Fallen Timbers "Blue Jacket Run" by reconstructing concrete street, installation of inlet, storm pipe, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14 day of July, 20 20.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT

Kumar Menon, Member

Mike Avila

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

COUNTRY CLUB GARDENS WATER MAIN EXTENSION PHASE 1
RESOLUTION NO. 66818

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 1250 feet of 2 inch and 4275 feet of 6 inch water distribution main, 2650 feet of 8 inch water transmission main, 10 fire hydrants and all appurtenances extending the City of Fort Wayne water main in the Country Club Gardens area after petitioning in said area.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Country Club Gardens Water Main Extension Phase 1**.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility (Revenue) and utilizes Barrett Law.

Declares that this project is of public utility benefit.

Declares Board of Public Works has acquired the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $696,000.00.

APPROVED THIS 14 DAY OF July, 2020

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	6900 Garland Dr	Gs & Vs Llc	Easement	$550	Complete
2	6430 South Bend Dr	Werling Phillip	Easement	$1,000	Complete

TOTAL: **$1,550**

IMPROVEMENT RESOLUTION NO. 0389A

2020 - Resurfacing Package SW

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Resurfacing of streets in Council Districts 4 & 5 by milling and resurfacing 2"- 3", asphalt patching as necessary, furnishing and adjusting new castings, adjusting existing castings/ water valve boxes, placement of new pavement markings and installation of new traffic detection as noted

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 21 day of July, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

PERRY LAKES LIFT STATION IMPROVEMENTS
RESOLUTION NO. 76759

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the replacement of pumps, valves, valve vault and plumbing; electrical upgrades; and new force main to redirect flows from the Perry Lakes Lift Station to the Upper Ely Interceptor sewer.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Perry Lakes Lift Station Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any additional property rights

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $356,000.00.

APPROVED THIS 21 DAY OF July, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

RESOLUTION NUMBER: 107-7-21-20-1

A RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT ACCEPTING JURISDICTION OVER A REGULATED DRAIN LOCATED WITHIN THE CITY OF FORT WAYNE

WHEREAS, the Indiana Drainage Law, Ind. Code § 36-9-27 *et seq.*, provides that each regulated drain located within a county is under the jurisdiction of the county drainage board; and

WHEREAS, the Klaehn Merritt Drain, together with the branches and tributaries that comprise the complete Klaehn Merritt Drain watershed, is a regulated drain within Allen County, Indiana (the "County") and, therefore, is subject to the jurisdiction of the Allen County Drainage Board (the "Drainage Board"); and

WHEREAS, a portion of the Klaehn Merritt Drain, from the point it connects into the S.R. 14 drainage system near the west property line of 8506 Illinois Road to its upstream terminus, is completely contained within the municipal boundaries of the City of Fort Wayne, Indiana (the "City"), as depicted on the attached Exhibit "A"; and

WHEREAS, pursuant to Ind. Code § 36-9-27-20, the Drainage Board approved a resolution relinquishing jurisdiction over the aforedescribed portion of the Klaehn Merritt Drain, subject to acceptance of jurisdiction by the City; and

WHEREAS, the City believes that accepting jurisdiction over the portion of the Klaehn Merritt Drain from the point it connects into the S.R. 14 drainage system near the west property line of 8506 Illinois Road to its upstream terminus, will serve the best interests of the drainage system operated by the County and the stormwater system operated by the City and is in the best interests of taxpayers, ratepayers, and citizens of the County and the City; and

WHEREAS, the City, acting through its Board of Stormwater Management, desires to accept jurisdiction over the aforedescribed portion of the Klaehn Merritt Drain.

NOW, THEREFORE, IT IS RESOLVED BY THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT AS FOLLOWS:

1. The City hereby accepts jurisdiction over the portion of the Klaehn Merritt Drain from the point it connects into the S.R. 14 drainage system near the west property line of 8506 Illinois Road, as depicted on the attached Exhibit "A", including all rights and duties to maintain, construct, reconstruct, and relocate said drain as provided in the Indiana Drainage Law.

2. The duties accepted by the City shall continue in perpetuity unless modified by the mutual written agreement of the Drainage Board and the City.

APPROVED this 21 day of July, 2020.

FORT WAYNE BOARD OF STORMWATER MANAGEMENT

By: _____
Matthew Wirtz, Chair

By: _____
Shan Gunawardena, Member

By: _____
Mike Avila, Member

ATTEST:

_____
Michelle Fulk-Vondran, Clerk

This Instrument prepared by Brandon J. Almas, 200 E. Berry St., Ste. 430, Fort Wayne, IN 46802, Attorney No. 29810-41

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Brandon J. Almas.

EXHIBIT A

January 7, 2020

This map is intended for general reference purposes only. The information displayed herein is not guaranteed to be completely accurate or all inclusive.

©2015 City of Fort Wayne

RESOLUTION NUMBER: 107-7-21-20-2

A RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT ACCEPTING JURISDICTION OVER A REGULATED DRAIN LOCATED WITHIN THE CITY OF FORT WAYNE

WHEREAS, the Indiana Drainage Law, Ind. Code § 36-9-27 *et seq.*, provides that each regulated drain located within a county is under the jurisdiction of the county drainage board; and

WHEREAS, the Lincolndale Drain, together with the branches and tributaries that comprise the complete Lincolndale Drain watershed, is a regulated drain within Allen County, Indiana (the "County") and, therefore, is subject to the jurisdiction of the Allen County Drainage Board (the "Drainage Board"); and

WHEREAS, the Lincolndale Drain and the branches and tributaries that comprise its watershed are completely contained within the municipal boundaries of the City of Fort Wayne, Indiana (the "City"), as depicted on the attached Exhibit "A"; and

WHEREAS, pursuant to Ind. Code § 36-9-27-20, the Drainage Board approved a resolution relinquishing jurisdiction over the Lincolndale Drain and its associated branches and tributaries, subject to acceptance of jurisdiction by the City; and

WHEREAS, the City believes that accepting jurisdiction over the Lincolndale Drain and its watershed will serve the best interests of the drainage system operated by the County and the stormwater system operated by the City and is in the best interests of taxpayers, ratepayers, and citizens of the County and the City; and

WHEREAS, the City, acting through its Board of Stormwater Management, desires to accept jurisdiction over the Lincolndale Drain and its associated branches and tributaries, comprising the complete Lincolndale Drain watershed.

NOW, THEREFORE, IT IS RESOLVED BY THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT AS FOLLOWS:

1. The City hereby accepts jurisdiction over the Lincolndale Drain and the branches and tributaries that comprise the complete Lincolndale Drain watershed, including all rights and duties to maintain, construct, reconstruct, and relocate said drain as provided in the Indiana Drainage Law.

2. The duties accepted by the City shall continue in perpetuity unless modified by the mutual written agreement of the Drainage Board and the City.

APPROVED this 21 day of July, 2020.

FORT WAYNE BOARD OF STORMWATER MANAGEMENT

By: _____
Matthew Wirtz, Chair

By: _____
Shan Gunawardena, Member

By: _____
Mike Avila, Member

ATTEST:

_____
Michelle Fulk-Vondran, Clerk

This Instrument prepared by Brandon J. Almas, 200 E. Berry St., Ste. 430, Fort Wayne, IN 46802, Attorney No. 29810-41

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Brandon J. Almas.

EXHIBIT A

Lincolndale Drain
ND #2
ND #2
ND #2
Spy Run (ND)
ND #7
Natural Drain
ND Drain
Drain
347.24 Acres
Lincolndale Drain
ND
Spy Run (ND)
1 in = 1,000 ft
0 250 500 1,000
Feet
N
S
E
W

RESOLUTION NUMBER: 107-7-21-20-3

A RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT ACCEPTING JURISDICTION OVER A REGULATED DRAIN LOCATED WITHIN THE CITY OF FORT WAYNE

WHEREAS, the Indiana Drainage Law, Ind. Code § 36-9-27 *et seq.*, provides that each regulated drain located within a county is under the jurisdiction of the county drainage board; and

WHEREAS, the Crouse Drain, together with the branches and tributaries that comprise the complete Crouse Drain watershed, is a regulated drain within Allen County, Indiana (the "County") and, therefore, is subject to the jurisdiction of the Allen County Drainage Board (the "Drainage Board"); and

WHEREAS, the Crouse Drain is completely contained within the municipal boundaries of the City of Fort Wayne, Indiana (the "City"), as depicted on the attached Exhibit "A"; and

WHEREAS, pursuant to Ind. Code § 36-9-27-20, the Drainage Board approved a resolution relinquishing jurisdiction over the aforedescribed portion of the Crouse Drain, subject to acceptance of jurisdiction by the City; and

WHEREAS, the City believes that accepting jurisdiction over the portion of the Crouse Drain will serve the best interests of the drainage system operated by the County and the stormwater system operated by the City and is in the best interests of taxpayers, ratepayers, and citizens of the County and the City; and

WHEREAS, the City, acting through its Board of Stormwater Management, desires to accept jurisdiction over the Crouse Drain.

NOW, THEREFORE, IT IS RESOLVED BY THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT AS FOLLOWS:

1. The City hereby accepts jurisdiction over the Crouse Drain, as depicted on the attached Exhibit "A", including all rights and duties to maintain, construct, reconstruct, and relocate said drain as provided in the Indiana Drainage Law.

2. The duties accepted by the City shall continue in perpetuity unless modified by the mutual written agreement of the Drainage Board and the City.

APPROVED this 21 day of July, 2020.

FORT WAYNE BOARD OF STORMWATER MANAGEMENT

By: _____
Matthew Wirtz, Chair

By: _____
Shan Gunawardena, Member

By: _____
Mike Avila, Member

ATTEST:

_____
Michelle Fulk-Vondran, Clerk

This Instrument prepared by Brandon J. Almas, 200 E. Berry St., Ste. 430, Fort Wayne, IN 46802, Attorney No. 29810-41

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Brandon J. Almas.

EXHIBIT A

Crouse Drain
CITY OF FORT WAYNE INDIANA
40.02 Acres
Washington, Sec 10
Crouse
Spy Run (ND)
Braun
Although strict accuracy standards have been employed in the compilation of this map the City of Fort Wayne, nor City of Fort Wayne City Utilities Engineering does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map
City of Fort Wayne Utilities Engineering
North American Datum 1983
State Plane Coordinate System, Indiana East
1 in = 300 ft
0 75 150 300
Feet
N
W
E
S

IMPROVEMENT RESOLUTION NO. 0187R

Beckett's Run Trail: St Joe Center Rd to Clinton St

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The west side of the St. Joe River and along the Beckett's Run Stream by constructing a 10 foot wide asphalt trail from Martin Luther Drive to Clinton Street. The project includes ADA curb ramps, a trailhead parking lot, connections to neighborhoods, a bridge, culverts, handrailing and park benches.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 28 day of July, 20 21.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0504A

2020 Traffic Signal Contract

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Re-install traffic signal facilities including detector housings, signal loops, and necessary conduit and wiring after City milling and resurfacing.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 28 day of July, 2020

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Aug 2020

CONCRETE PAD FOR VACTOR DUMPING AREA
RESOLUTION NO. 76609

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of a 500 square yard heavy duty concrete pad for the vactor dumping area at the City of Fort Wayne Biosolids Handling Facility.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Concrete Pad for Vactor Dumping Area.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $93,000.

APPROVED THIS 4th DAY OF August, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

DEER HOLLOW LIFT STATION IMPROVEMENTS
RESOLUTION NO. 76787

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of electrical equipment replacement at the Deer Hollow Lift Station.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Deer Hollow Lift Station Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire additional property rights

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $213,585.00.

APPROVED THIS 4th DAY OF August, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 107-8-4-20-1

2200 WEST COOK ROAD – ROOF REPLACEMENT

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Removal and replacement of roof membrane, deck, and associated systems and accessories at 2200 West Cook Road facility.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 4th day of August, 2020.

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

North Washington Road Drainage Improvements
RESOLUTION NO. 83518

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 770 LF of 15" and 18" storm sewer in the rear easements of N. Washington Road

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, North Washington Road Drainage Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Stormwater Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $220,250.00.

APPROVED THIS 4th DAY OF August, 20 20.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	3918 N. Washington Rd.	Juan Z. and Mary L. Wertz	Permanent and Temporary	$0	Recorded
2	1741 Lough Nest	Ricky W. and Sheri E. Kummer	Permanent and	$0	Recorded

TOTAL: $0

2020 River Intrusion Manhole Rehabilitation
RESOLUTION NO. 83720

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the rehabilitation of 38 sewer manholes by coating structures, repairing voids, and eliminating large leaks in areas near creeks and rivers throughout the City.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, 2020 River Intrusion Manhole Rehabilitation.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $208,000.00.

APPROVED THIS 4th DAY OF August, 20 20.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0484L

JOHN STREET LIGHTING IMPROVEMENTS

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

New LED Coachman fixtures on direct-bury fiberglass poles with new underground wire on John Street between Lafayette Street and Tillman Road.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 11 day of August, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

NWFM PHASE 5 FERNHILL TO WASHINGTON CENTER
RESOLUTION NO. 66345

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 7,300 LF of 24-inch HDPE water main and all associated appurtenances via open cut, directional drilling or a combination of the two. Project includes 2 jack and bores across state roadways.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **NWFM Phase 5 Fernhill to Washington Center**.

Declares the cost of the said improvements shall be paid by the funds from public funds, Fort Wayne Water Utility (Revenue).

Declares that this project is of public utility benefit.

Declares Board of Public Works has acquired the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $ 2,767,500.00.

APPROVED THIS 11 DAY OF August, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	Glenbrook LLC	4201 Coldwater Rd, Fort Wayne, IN 46805	Easement	$ 4,640.00	completed
2	Spirit Master Funding II, LLC	439 W Coliseum Blvd, Fort Wayne, IN 46805	Easement	$ 3,185.00	completed
3	GBD Properties, LLC	433 W Coliseum Blvd, Fort Wayne, IN 46805	Easement	$ 3,630.00	completed
4	GBD Properties, LLC	423 W Coliseum Blvd, Fort Wayne, IN 46805	Easement	$ 7,260.00	completed
5	407 W Coliseum LLC	407 W Coliseum Blvd, Fort Wayne, IN 46805	Easement	$ 9,910.00	completed
6	Silverado Properties LLC	4021 Ice Way, Fort Wayne, IN 46805	Easement	$0	completed
7	Jackson Limited	W. Coliseum Blvd	Easement	$ 3,257.00	completed
8	Industrial Road Investments LLC	4622 Industrial Road, Fort Wayne, IN 46825	Easement	$ 1,410.63	completed
9	Waterloo Industrial Properties LLC	4750 Industrial Road, Fort Wayne, IN 46825	Easement	$ 13,655.00	completed
10	Praxair Distribution	401 Ley Road, Fort Wayne, IN 46825	Easement	$ 1,770.00	completed
11	Keystone Realty Ltd	5455 Keystone Drive, Fort Wayne, IN 46825	Easement	$ 24,600.00	completed
12	Ruckman Real Estate LLC	5510 Industrial Road, Fort Wayne, IN 46825	Easement	$ 730.00	completed
13	5620 Industrial LLC	5620 Industrial Road, Fort Wayne, IN 46825	Easement	$ 1,000.00	completed
14	Dymer Company LLC	5700-5820 Industrial Road, Fort Wayne, IN 46825	Easement	$ 1,035.00	completed
15	B&G Property LLC	5830 Industrial Road, Fort Wayne, IN 46825	Easement	$ 1,240.00	completed
16	Thompson Four LLC	5400 Industrial Road, Fort Wayne, IN 46825	Easement	$ 165.00	completed

TOTAL: $77,488

WATER POLLUTION CONTROL PLANT
HIGH STRENGTH WASTE ODOR CONTROL IMPROVEMENTS
RESOLUTION NO. 76583

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of a new odor control system at the Water Pollution Control Plant to service the High Strength Waste Storage and Receiving Facility.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **High Strength Waste Odor Control Improvements.**

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility (State Revolving Fund).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $775,500.00

APPROVED THIS 11 DAY OF August, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0370D

Alley R01803/R01804 N-S: Senate Ave, Capital Ave, Gaywood Dr, Smith St

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Concrete Alley from Capitol Ave. to Senate Ave. between Gaywood Dr. and Smith St., by removing and replacing the existing alley, reconstructing alley drive approaches and adjacent sidewalk, adjusting castings, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18 day of August, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION No. 0411D

Alley R00249-10 East-West, Prospect Ave., Anderson Ave., Griswold Dr., East 375'

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

An east-west alley in the Spy Run Neighborhood Association bounded by Prospect Ave., Anderson Ave., and Griswold Dr. The last 375' of the east end of said alley is existing asphalt and will be removed and replaced with a 12' wide concrete alley, including a new concrete alley approach to Griswold Dr. Some stormwater improvements will be made as well, including installing two (2) storm structures and approx. 100' of 12" RCP.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement.
The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18th day of August, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0414D

Alley R01802 North-South: McKinnie Ave, Senate Ave, Gaywood Dr, Smith St

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Concrete Alley from Senate Ave. to McKinnie Ave. and from Gaywood Dr. to Smith St., by removing and replacing the existing North/South and East/West alley, reconstructing alley drive approaches and adjacent sidewalk, adjusting catings, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18 day of August, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0459C

CHALLENGER PARKWAY STREET REPAIRS
WORK ORDER NO. 0459C

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Challenger Parkway by removing and replacing existing deteriorated concrete pavement and restoration work.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18th day of August, 2020

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0462B

Brick Alley Reconstruction - R00850: W-E, Dewald St., Creighton Ave., Webster St., Hoagland Ave.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Reconstruct the brick alley from Hoagland Avenue to Webster Street and between Creighton Avenue and Dewald Street by removing and resetting the existing brick alley, replacement of sewer castings, and restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18th day of August, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

ARLINGTON AND SHERWOOD
WATER MAIN REPLACEMENT PHASE 2
RESOLUTION NO. 66992

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 8,000 feet of 6" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **ARLINGTON AND SHERWOOD WATER MAIN REPLACEMENT PHASE 2.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $1,726,000.00.

APPROVED THIS 18 DAY OF August, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Northway Drive and Southway Drive Culvert Replacement
RESOLUTION NO. 83699

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

The replacement of dual 21" CMP culverts with 8' by 3' box culverts at Northway Drive and Southway Drive.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Northway Drive and Southway Drive Culvert Replacement.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Storm Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is not cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $143,500.00

APPROVED THIS 18 DAY OF August, 2020.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0463B

Brick Alley Reconstruction R00849, E-W:
Dewald St, Creighton Ave, Harrison St, Webster St

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

the brick alley from Webster Street to Harrison St. and between Creighton Avenue and Dewald Street by removing and resetting the existing brick alley, replacement of alley approach, and restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 25th day of August, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Sept 2020

IMPROVEMENT RESOLUTION NO. 0440C

Glenwood Park Concrete Street Repair

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

the Glenwood Park neighborhood by removing and replacing deteriorated concrete streets, adding sub surface drainage and general restoration work.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 1st day of September, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST: 9-1-20

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0506X

JEFFERSON BOULEVARD BRIDGE LIGHTING IMPROVEMENTS

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Rehabilitation of existing decorative light poles. Installation of new LED light fixtures and circuit wiring on the Jefferson Boulevard Bridge over the Saint Mary's River.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 1st day of September, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

ST. JOE DAM RAW WATER MAIN INSPECTION
RESOLUTION NO. 66510

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the inspection of the 4.4 miles of raw water main including cleaning, valve replacement and electromagnetic inspection with conditional analysis final report.

Said inspections shall be conducted in accordance with the plans and specifications titled, St. Joe Dam Raw Water Main Inspection.

Declares the cost of the said inspections shall be paid by the funds from public funds Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $ 1,645,000.00

APPROVED THIS 1st DAY OF September, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

TRANSMISSION MAIN CONDITION AND REHAB
RESOLUTION NO. 66806

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the inspection of transmission mains throughout the City's water distribution system

Said inspections shall be conducted in accordance with the plans and specifications titled Transmission Main Condition Assessment and Rehabilitation 2020.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $ 498,000.00.

APPROVED THIS 1st DAY OF September, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

HARTMAN ROAD LIFT STATION
RESOLUTION NO. 76486

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The project consists of constructing a permanent lift station for flood fighting at Hartman Road. It will include the installation of a 96-inch wet well and 72-inch valve vault with approximately 73 LF of 8-inch PVC piping and installation of associated electrical items.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Hartman Road Lift Station**.

Declares the cost of the said improvements shall be paid by the funds from public funds from the Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any property rights.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $326,020.

APPROVED THIS 1st DAY OF September, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

WATER POLLUTION CONTROL PLANT
AERATION TRIM BLOWERS IMPROVEMENT
RESOLUTION NO. 76586

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Work generally includes the removal of two (2) 1,250 Hp Roots blowers and the installation of two (2) 500 Hp turbo blowers at the Water Pollution Control Plant. Included in the Work is provision of new 480 Volt motor control center, instrumentation and controls, and process piping.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Water Pollution Control Plant Aeration Trim Blowers Improvements**.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility (State Revolving Funds).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $2,181,000.00

APPROVED THIS 1st DAY OF September, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

2021 CIPP Pkg #1 – Small & Medium Diameter
WO#76861

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

This project is the CIPP lining of approximately 60,000 linear feet of small and medium diameter (8" to 36") sewers throughout the City. They have been selected to be lined using evidence of deterioration and preventative maintenance.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **2021 CIPP Pkg #1 – Small & Medium Diameter.**

Declares the cost of the said improvements shall be paid by the funds from the Sewer State Revolving Fund.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States that no additional costs will be associated with the purchase of any land associate with this project.

Declares the estimate of the project's total cost is **$3,927,000.00**.

APPROVED THIS 1st **DAY OF** September, **2020.**

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

A RESOLUTION OF THE FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS RENEWING THE TAX SALE AGENCY AGREEMENT TO BID ON TAX-DELINQUENT PROPERTIES FOR CITY UTILITIES

RESOLUTION NUMBER 107-9-1-20-1

WHEREAS, pursuant to IC 6-1.1-24 et seq., Allen County annually conducts a public auction to sell real property interests which have been certified as eligible for sale because of certain property tax or assessment delinquencies (the "Tax Sale").

WHEREAS, on September 20, 2017, by Resolution Number 104-9-20-17-1, the Board of Public Works approved a certain Tax Sale Agency Agreement (the "Agreement") between City Utilities for the City of Fort Wayne ("City Utilities") and a nonprofit entity (the "Nonprofit") (collectively the "Parties"), pursuant to which Agreement the Nonprofit was appointed to act as City Utilities' agent to bid on and/or acquire certain real estate interests at the Tax Sale using City Utilities' funds, and at City Utilities' direction, and without compensation to the Nonprofit, for an initial term of one year (the "Term"), with an option to extend the Term for one additional year upon both parties' written agreement.

WHEREAS, on September 11, 2018, by Resolution Number 105-9-11-18-4, the Parties entered into a First Amendment to Tax Sale Agency Agreement (the "First Amendment"), thus exercising the option to extend the Term for an additional twelve (12) month period.

WHEREAS, on September 10, 2019, by Resolution Number 106-9-10-19-1, the Parties entered into a Second Amendment to Tax Sale Agency Agreement (the "Second Amendment"), providing that the Agreement may be amended for additional terms of twelve months upon their mutual written agreement, and extending the Term by an additional twelve (12) month period.

WHEREAS, the Parties wish to amend the Agreement to provide for an additional twelve (12) month extension of the Term, and to such end have agreed upon the terms of a Third Amendment to Tax Sale Agency Agreement (the "Third Amendment") so extending the Term.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The Third Amendment, extending the Term of the Agreement for an additional twelve month period, from September 21, 2020 to September 20, 2021, is hereby

APPROVED this 1st day of September, 2020.

[SIGNATURES BEGIN ON NEXT PAGE]

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BOARD OF PUBLIC WORKS

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: _____
Chris Guerrero, Member

Attest: _____ 9-1-20
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS:**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Chris Guerrero, as Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing resolution as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 1ST day of September, 2020.

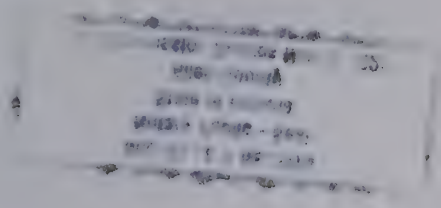
Michelle R. Nelson
Notary Public

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary



THIRD AMENDMENT
TO TAX SALE AGENCY AGREEMENT

This Third Amendment to Tax Sale Agency Agreement ("Third Amendment") is made and entered into on the Dated Date (as hereinafter defined) between **City Utilities for the City of Fort Wayne, Indiana, by and through the City of Fort Wayne Board of Public Works** ("CU") and **Summit Development Corp., an Indiana Nonprofit Corporation** ("SDC") (each a "Party" and collectively the "Parties"):

WHEREAS, at CU's request, and subsequent to the approval thereof by the Board of Public Works, the Parties entered into a Tax Sale Agency Agreement ("Agreement"), dated September 20, 2017, for the purpose of facilitating CU's purchase of real estate at auction in the annual Allen County, Indiana Tax Sale (the "Tax Sale"); and

WHEREAS, paragraph 7 of the Agreement provided for an initial twelve (12) month period ("Term"), with an option to extend the Term for one (1) additional twelve (12) month period upon the written agreement of the Parties; and

WHEREAS, pursuant to a First Amendment to Tax Sale Agency Agreement, dated September 11, 2018 ("First Amendment"), the Term was extended for an additional twelve (12) month period, to September 20, 2019; and

WHEREAS, pursuant to a Second Amendment to Tax Sale Agency Agreement, dated September 20, 2019 ("Second Amendment"), paragraph 7 of the Agreement was amended to provide for a second additional twelve (12) month extension of the Term, to September 20, 2020; and

WHEREAS, the Parties desire to amend the Agreement to provide for a third additional twelve (12) month extension of the Term;

NOW, THEREFORE, the Parties hereby agree that the Agreement shall be amended by deleting paragraph 7 thereof and substituting therefor the following paragraph 7:

> "The Agreement shall be for a twelve (12) month period commencing on the Dated Date (the "Term"). The Term may be extended for a maximum of three (3) consecutive additional twelve (12) month periods commencing September 21, 2018, September 21, 2019, and September 21, 2020, respectively, upon the written agreement of the Parties,"

Except as expressly amended, the Agreement shall remain in full force and effect in accordance with its original terms.

[SIGNATURES BEGIN ON NEXT PAGE]

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IN WITNESS WHEREOF, this Third Amendment to Tax Sale Agency Agreement has been executed by the Parties on this 1st day of September, 2020 (the "Dated Date").

BOARD OF PUBLIC WORKS

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: _____
Chris Guerrero, Member

Attest: _____
Michelle Fulk-Vondran, Clerk

SUMMIT DEVELOPMENT CORP.

By: _____
Nancy Townsend, Vice President

RESOLUTION NO. 107-9-1-20-2

Residential Solid Waste Disposal Contract

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

It is the intent of the City of Fort Wayne to release bid specifications for the disposal of residential solid waste collected by its Residential Collection Contractor.

Adopted this 1st day of September 2020.

BOARD OF PUBLIC WORKS

Date: 9-1-2020

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0437A

Burns Blvd Street Improvements

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Burns Blvd by reconstructing an existing chip and seal street and converting it to a full depth asphalt street with a center island, curb and gutter, (2) 17.5' lanes, sidewalk, drainage reconstruction, underdrain installation, new street lighting, and planting of new trees within the center median.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15th day of September, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Gathings Lift Station Improvements
RESOLUTION NO. 76200

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This project consists of improvements to Gathings Lift Station including removal of existing equipment, and installing new pumps, valves, controls, and telemetry.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Gathings Lift Station Improvements.**

Declares the cost of the said improvements shall be paid by the Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no costs associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $212,525.00

APPROVED THIS 15 DAY OF September, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

ABSENT

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CSO 050/Coombs St. Consolidation Sewer
RESOLUTION NO. 76491

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 350 LF of sanitary sewer (18 in. to 36 in.), 165 LF of storm sewer(12 in. to 15 in.), six manhole structures, three speciality structures, and final site restoration.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, CSO 050/Coombs St. Consolidation Sewer.

Declares the cost of the said improvements shall be paid by the funds from the State Revolving Fund Program.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $614,500.

APPROVED THIS 15TH DAY OF September, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

WATER POLLUTION CONTROL PLANT
DECHLORINATION INJECTION IMPROVEMENTS
RESOLUTION NO. 76795

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of a new sodium bisulfite injection system at the Water Pollution Control Plant. Work associated with the project includes the installation of mounting equipment, mechanical mixer, and electrical/ controls wiring.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled **Water Pollution Control Plant Dechlorination Injection Improvements.**

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $266,200.00.

APPROVED THIS 15th DAY OF September, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

DIANE DRIVE DRAINAGE IMPROVEMENTS AND WATER MAIN REPLACEMENT
RESOLUTION NO. 83727

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 2,250 LF of storm sewer, 30 drainage structures, 1,300 LF of watermain and water main appurtenances, as well as approximately 2,000 linear feet of roadside swales.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Diane Drive Drainage Improvements and Water Main Replacement.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Stormwater Utility Revenue and Water Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works has acquired the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $564,364.00.

APPROVED THIS 15th DAY OF September, 20 20.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
7435	Diane Drive	Deleon, Dale A. & Lavon M.	Easement	$0	Acquired
7505	Diane Drive	Brown, Charles E. & Barbara J.	Easement	$0	Acquired
7514	Saint Joe Center Road	Yagodinski, Wendy Sue	Easement	$0	Acquired

TOTAL: $0

Oct 2020

IMPROVEMENT RESOLUTION NO. 0295X

Van Buren St over St. Mary's River Bridge Rehabilitation

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The project will consist of the bridge superstructure replacement along with associated road and channel stabilization.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 6th day of October, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0409D

Alley (R00031) N-S: Florida Dr., West Dr., Curdes Ave., Dodge Ave.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The Alley between Florida Dr and West Dr from Dodge Ave to Curdes Ave by reconstructing the existing deteriorated concrete alley pavement, curbs, sidewalks, approaches and any needed restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 6th day of October, 2020

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

LARGE VALVE REPLACEMENTS 2020
RESOLUTION NO. 66845

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the Installation or Replacement of various valves ranging in size from 10-inches up to 24-inches.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Large Valve Replacements 2020.**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility (Revenue).

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $165,000.00.

APPROVED THIS 6th DAY OF October, 2020

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

ADD DISCONNECT TO TRANSFORMER AT WWPS POND
RESOLUTION NO. 76797

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Consists of adding a 4160V fused disconnect to the transformer located outside 0725 Chlorine Contact Building at the Wet Weather Pumping Station.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Add Disconnect to Transformer at WWPS Pond.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $106,000.

APPROVED THIS 6th DAY OF October, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0422D

Alley R01809 North-South: Senate Ave., Capitol Ave., Bowser Ave., Holton Ave.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

A north-south alley in the Pettit-Rudisill Neighborhood Association bounded by Bowser Ave. to the west, Holton Ave. to the east, Capitol Ave. to the south and Senate Ave. to the north. The existing concrete alley will be removed and replaced with a new 10' wide concrete alley including new alley approaches and sidewalk at Capitol Ave. and a new alley approach at Senate Ave. Some minor drive approach and stormwater improvements are included as well.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 13 day of October, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Hessen Cassel Storm and Sidewalk Improvements- Stardale Drive to Oxford Street

RESOLUTION NO. 83571

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 8,011 feet of 12"-48" diameter storm sewers, 79 feet of 12" diameter sanitary sewers, 55 feet of 16" water main, 3.5 miles of roadside ditches and swales, and appurtenant storm facilities. The project also includes approximately 2.7 miles of sidewalks, appurtenant drive approaches and culverts, and traffic signal replacements within the Hessen Cassel Road corridor.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Hessen Cassel Storm and Sidewalk Improvements Stardale Drive to Oxford Street.

Declares the cost of the said improvements shall be paid by the funds from public funds Local Income Tax (LIT) and Fort Wayne Stormwater Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is $143,250 cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $4,107,542.00.

APPROVED THIS 13 DAY OF October, 20 20.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Property Acquisition Summary Sheet

Project Name: Hessen Cassel Storm and Sidewalk Improvements- Stardale Drive to Oxford Street

Property Address	Purchase Type	Purchase Price	Status
2929 E. Paulding Road	R/W Acquisition	$4720.00	Acquired
5530 Hessen Cassel Road	R/W Acquisition	$7350.00	Acquired
5510 Hessen Cassel Road	R/W Acquisition	$4500.00	Acquired
5311 Hessen Cassel Road	R/W Acquisition	$9900.00	Acquired
4809 Hessen Cassel Road	R/W Acquisition	$3930.00	Acquired
4317 Hessen Cassel Road	R/W Acquisition	$4790.00	Acquired
4309 Hessen Cassel Road	R/W Acquisition	$4770.00	Acquired
4301 Hessen Cassel Road	R/W Acquisition	$8750.00	Acquired
4217 Hessen Cassel Road	R/W Acquisition	$4600.00	Acquired
4209 Hessen Cassel Road	R/W Acquisition	$6000.00	Acquired
4303 Hessen Cassel Road	R/W Acquisition	$7370.00	Acquired
3825 Hessen Cassel Road	R/W Acquisition	$5960.00	Acquired
3821 Hessen Cassel Road	R/W Acquisition	$6520.00	Acquired
3803 Hessen Cassel Road	R/W Acquisition	$9750.00	Acquired
3727 Hessen Cassel Road	R/W Acquisition	$6430.00	Acquired
3711 Hessen Cassel Road	R/W Acquisition	$9220.00	Acquired
3631 Hessen Cassel Road	R/W Acquisition	$00.00	Pending
3617 Hessen Cassel Road	R/W Acquisition	$8530.00	Pending
3601 Hessen Cassel Road	R/W Acquisition	$24710.00	Acquired
5921 Hessen Cassel Road	R/W Acquisition	$5450.00	Acquired
	TOTAL	$143,250.00	

A RESOLUTION approving the sale of
real estate owned by the City of Fort Wayne

Resolution # 107-10-13-20-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

Lot 42 East Creighton Avenue Addition to the City of Fort Wayne, Allen County, Indiana a/k/a 2434 Oliver Street

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 13th day of October, 2020.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

Attest:
Michelle Fulk-Vondran, Clerk

A RESOLUTION approving the sale of
real estate owned by the City of Fort Wayne

Resolution # 107-10-13-20-2

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

South 32 feet of Lot 1 Greenes Subdivision of Hanna's Out Lot 17 to the City of Fort Wayne, Allen County, Indiana a/k/a 2505 S Hanna Street

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 13th day of October, 2020.

CITY OF ~~FORT WAYNE~~
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

Attest:
Michelle Fulk-Vondran, Clerk

A RESOLUTION approving the sale of
real estate owned by the City of Fort Wayne

Resolution # 107-10-13-20-3

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

South 7.5 feet of Lot 30 in Peter Moran's Subdivision of Hanna's Out Lots 18 and 19 and Lot 1 except South 32 feet of Greenes Subdivision of Hanna's Out Lot 17 to the City of Fort Wayne, Allen County, Indiana a/k/a 2501 S Hanna Street

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 13th day of October, 2020.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

Attest:
Michelle Fulk-Vondran, Clerk

A RESOLUTION approving the sale of
real estate owned by the City of Fort Wayne

Resolution # 107-10-13-20-4

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

Lot 40 Skinners Addition to the City of Fort Wayne, Allen County, Indiana a/k/a 2508 Smith Street

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 13th day of October, 2020.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

Attest:
Michelle Fulk-Vondran, Clerk

A RESOLUTION approving the sale of
real estate owned by the City of Fort Wayne

Resolution # 107-10-13-20-5

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

Lot 38 Skinners Addition to the City of Fort Wayne, Allen County, Indiana a/k/a 2504 Smith Street

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 13th day of October, 2020.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

Attest:
Michelle Fulk-Vondran, Clerk

A RESOLUTION approving the sale of
real estate owned by the City of Fort Wayne

Resolution # 107-10-13-20-6

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

Lot 29 Eliza Hanna Sr Addition North 30.5 feet in the City of Fort Wayne, Allen County, Indiana a/k/a 1221 Francis Street

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 13th day of October, 2020.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

Attest:
Michelle Fulk-Vondran, Clerk

A RESOLUTION OF BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE DISPOSAL OF A CERTAIN REAL PROPERTY LOCATED AT 6218 DEER TRACK COVE IN FORT WAYNE, INDIANA

RESOLUTION NUMBER 107-10-13-20-7

WHEREAS, the City of Fort Wayne (the "City") holds fee simple title to a certain real property located at 6218 Deer Track Cove in Fort Wayne, Indiana, more particularly described and depicted in Exhibit 1 attached hereto, incorporated herein by this reference (the "Property"); and

WHEREAS, the Property was formerly used by the City for an above ground pump station, which has been demolished.

WHEREAS, aside from underground sewer infrastructure that will be protected by a blanket easement as a condition of the sale, the City has no present use for the Property, and future use by the City is unlikely.

WHEREAS, pursuant to Indiana Code 36-1-11-4 the property has been appraised by two licensed, professional appraisers.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The City hereby resolves to sell the Property pursuant to the Indiana Code.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this 13th day of October, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair of Public Works

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member ABSENT

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and ~~Chris Guerrero,~~ Absent as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 13th day of October, 2020.

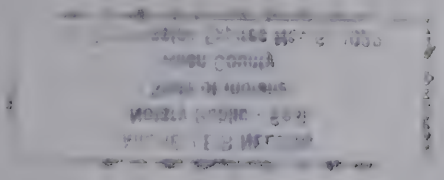
Michelle R. Nelson
Notary Public

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary



6218 Deer Track Cove

October 8, 2020

This map is intended for general reference purposes only. The information displayed herein is not guaranteed to be completely accurate or all inclusive.

© 2015 City of Fort Wayne

EXHIBIT 1

PROPERTY OWNER NAME AND MAILING ADDRESS:

Landowner:	City of Fort Wayne - Property Management
Mailing Address:	200 E. Berry Street Suite 470 Fort Wayne, IN 46802

AFFECTED PROPERTY:

Address:	6218 Deer Track Cove Auburn, IN 46706
Tax parcel no:	02-03-06-202-004.001-042
Deed no.:	205062077
Legal description:	Deer Track Estates AMD N-LY Portion Block A

INTEREST TO BE SOLD: Fee simple in the entire 0.912-acre parcel.

A RESOLUTION OF BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE DISPOSAL OF CERTAIN REAL PROPERTY COMPRISING THE SOUTH HALF OF LOT 98 OF COLONIAL HERITAGE PLACE SECOND ADDITION IN FORT WAYNE, INDIANA

RESOLUTION NUMBER 107-10-13-20-8

WHEREAS, the City of Fort Wayne (the "City") holds fee simple title to a certain area of real property comprising part of Lot 98 in the Colonial Heritage Place, Second Addition subdivision and located behind 3425 Heritage Drive (presently part of a larger parcel known as 3408 Sequayah Pass) in Fort Wayne, Indiana, more particularly described and depicted in the legal description and survey attached hereto, incorporated herein by this reference (the "Property"); and

WHEREAS, the Property was acquired by the City as part of a larger parcel of vacant land, the remainder of which will be used by the City to construct a new storm water detention basin.

WHEREAS, the City has no present use for the Property, and future use by the City is unlikely.

WHEREAS, pursuant to Indiana Code 36-1-11-4 the property has been appraised by two licensed, professional appraisers.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The City hereby resolves to sell the Property pursuant to the Indiana Code.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this 13th day of October, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair of Public Works

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and ~~Chris Guerrero~~ Absent, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 13th day of October, 2020.

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Michelle R. Nelson
Notary Public

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

EXHIBIT 1

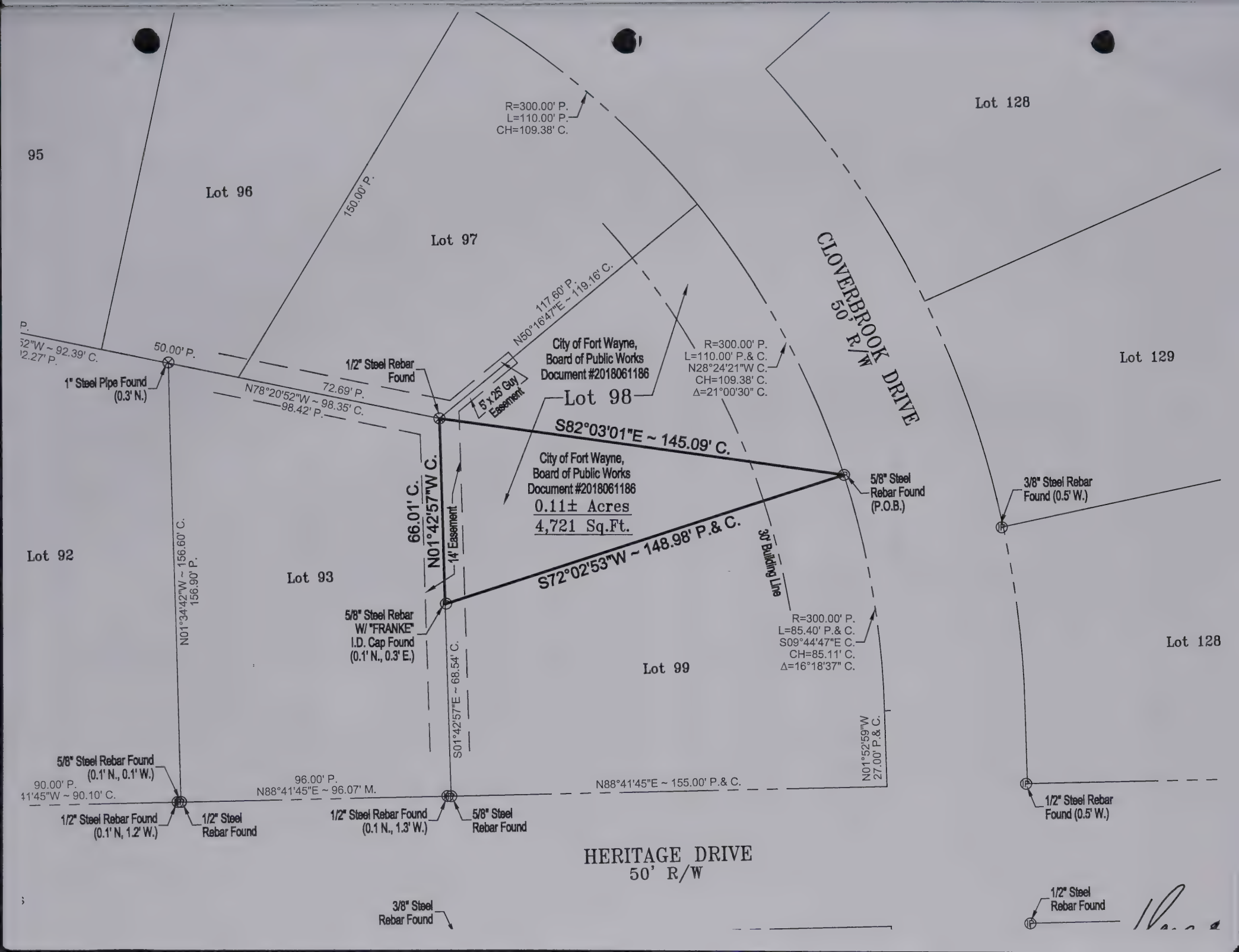
PROPERTY OWNER NAME AND MAILING ADDRESS:

Landowner:	City of Fort Wayne
Mailing Address:	200 East Berry Street, Suite 250 Fort Wayne Indiana, 46802

AFFECTED PROPERTY:

Address:	Behind 3425 Heritage Dr (presently part of 3408 Sequayah Pass)
Tax parcel no:	02-13-20-302-018.000-070
Legal description:	South half of Lot 98, Colonial Heritage Place 2nd Add. (Full legal description and survey attached hereto.)

INTEREST TO BE SOLD: Fee simple in a newly-created parcel.


95
Lot 96
Lot 97
Lot 98
Lot 99
Lot 92
Lot 93
Lot 128
Lot 129
Lot 128
R=300.00' P.
L=110.00' P.
CH=109.38' C.
150.00' P.
117.60' P.
N50°16'47"E ~ 119.16' C.
CLOVERBROOK DRIVE
50' R/W
R=300.00' P.
L=110.00' P.& C.
N28°24'21"W C.
CH=109.38' C.
Δ=21°00'30" C.
City of Fort Wayne,
Board of Public Works
Document #2018061186
50.00' P.
1/2" Steel Rebar
Found
1" Steel Pipe Found
(0.3' N.)
N78°20'52"W ~ 98.35' C.
98.42' P.
72.69' P.
5'x25' Guy
Easement
S82°03'01"E ~ 145.09' C.
5/8" Steel
Rebar Found
(P.O.B.)
3/8" Steel Rebar
Found (0.5' W.)
66.01' C.
N01°42'57"W C.
14' Easement
City of Fort Wayne,
Board of Public Works
Document #2018061186
0.11± Acres
4,721 Sq.Ft.
S72°02'53"W ~ 148.98' P.& C.
30' Building Line
N01°34'42"W ~ 156.60' C.
156.90' P.
5/8" Steel Rebar
W/ "FRANKE"
I.D. Cap Found
(0.1' N., 0.3' E.)
R=300.00' P.
L=85.40' P.& C.
S09°44'47"E C.
CH=85.11' C.
Δ=16°18'37" C.
S01°42'57"E ~ 68.54' C.
N01°52'59"W
27.00' P.& C.
5/8" Steel Rebar Found
(0.1' N., 0.1' W.)
90.00' P.
41'45"W ~ 90.10' C.
96.00' P.
N88°41'45"E ~ 96.07' M.
N88°41'45"E ~ 155.00' P.& C.
1/2" Steel Rebar Found
(0.1' N, 1.2' W.)
1/2" Steel
Rebar Found
1/2" Steel Rebar Found
(0.1 N., 1.3' W.)
5/8" Steel
Rebar Found
1/2" Steel Rebar
Found (0.5' W.)
HERITAGE DRIVE
50' R/W
3/8" Steel
Rebar Found
1/2" Steel
Rebar Found

Part of Lot 98 in Colonial Heritage Place, Second Addition as recorded in Plat Book 29, pages 129-131, in the Office of the Recorder of Allen County, Indiana surveyed by Nana Opoku, Indiana Professional Surveyor #21200012 and shown on plat of survey certified on August 11, 2020 as Apex Consulting & Surveying, Inc. Job Number 20070206 (all monuments referenced herein are as set or found on the aforesaid Opoku survey), being more particularly described as follows:

BEGINNING at 5/8-inch rebar marking the Southeast corner of Lot 98 in said Colonial Heritage Place; thence South 72 degrees 02 minutes 53 seconds West (state plane bearing and basis of bearings to follow) along the Southerly line of said Lot 98, a distance of 148.98 feet to the Southwest corner of said Lot 98, said corner being referenced by a 5/8-inch rebar with "FRANKE" identification cap found 0.1 feet North and 0.3 feet East; thence North 01 degrees 42 minutes 57 seconds West along the West line of said Lot 98, a distance of 66.01 feet to a 1/2-inch pipe found at the Northwest corner of said Lot 98; thence South 82 degrees 03 minutes 01 seconds East a distance of 145.09 feet to the Point of Beginning. Containing 0.11 Acres, more or less. Subject to easements of record.

SURVEYOR'S REPORT

In accordance with Title 865, Article 1, Rule 12, Section 1 through 30 of the Indiana Administrative Code, the following opinion is submitted regarding the various uncertainties in the locations of the lines and corners established on this parcel as a result of: a) Variances in the reference monuments; b) Discrepancies in the record descriptions and plats; c) Inconsistencies in lines of occupation; d) Relative Positional Accuracy;

An electronic total station and data collector were used to collect data for physical location of pavement and lot/parcel corner monumentation was accomplished employing the total station using standard radial surveying techniques and dual GPS receivers. The bearing used as basis for this survey was derived by dual frequency GPS receivers connected to INDOT CORS Network

Intent: To retrace part of Lot #98 in Colonial Heritage Place, Second Addition in Allen County, Indiana. This survey was completed without the benefit of a title commitment. A complete title search may reveal facts that may change portions of this survey. Client has requested we provide survey of said parcel.

AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS: In our field research for this survey, we located a sufficient number of adjacent monuments (as shown on the graphic segment of this survey), which in our opinion, provided us with enough data to verify or reestablish the deed/plat location of the subject property relative to the applicable found and accepted as adjacent deed/plat boundaries. Unless noted otherwise on this survey, all found monuments are flush with the ground, in good material condition and firmly set in the ground. Various sized monuments were found during the course of this survey as shown on sheet no. 1. We have no documented history for these monuments. The monuments found at the corners of the subject parcel were accepted as the deeded and/or platted monuments because they were at or within the limits of the relative positional accuracy for this class of survey.

THEORY OF LOCATION: Based on the monuments found and the comparison of measurements taken between monuments and deeded and/or platted dimensions, found monuments and deeded and/or plat bearings and distances were held to establish the subject parcel. A best fit line among found monuments was used to establish the North right-of-way line of Heritage Drive and the North lines of Lots 92 and 93 and were held as the baselines for this survey. These lines were used because the terminal ends appeared to be undisturbed, monuments which had virtually the same distance as given on the plat. Found monuments were held to establish the South and West lines of Lot 98. The North line of the subject parcel was established by holding found monuments. Also, the angular and distance relationships to adjacent monuments were within the limits of the relative positional accuracy for this class of survey when compared to data given on the record deed and/or plat. It is my opinion that the uncertainty associated with these corners is 1.6 feet based on measurements between monuments versus deeded and/or platted distances.

A) **Discrepancies in the record descriptions and plats:** There are no apparent discrepancies in the record deeds and/or plats in this area. A copy of the plat of Colonial Heritage Place, Section Addition recorded in Plat Book 29, pages 129-131 in the Office of the Recorder of Allen County, Indiana and documents noted on sheet no 1. were reviewed and used in the completion of this survey.

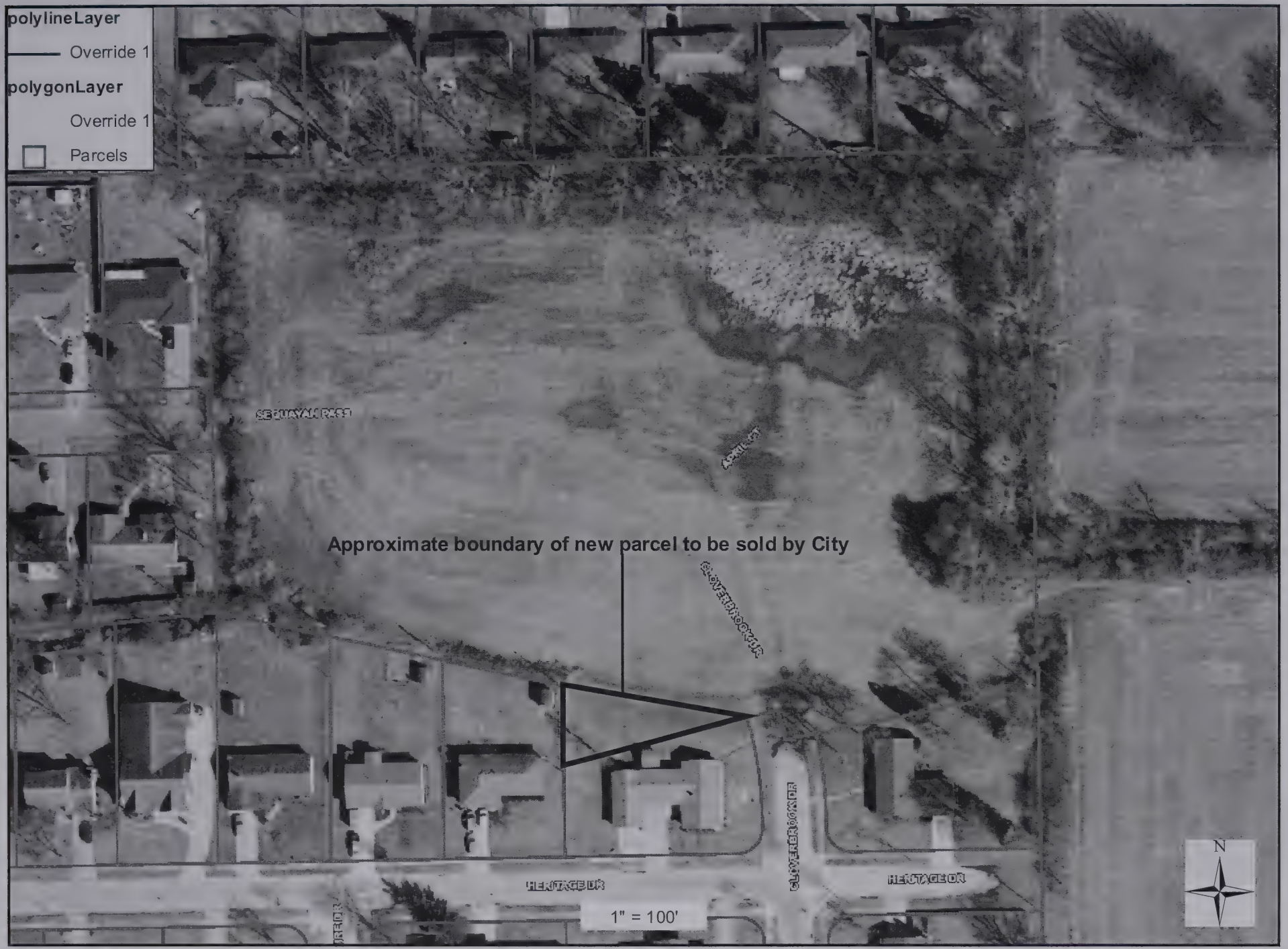
B) **Occupation or Possession lines:** Items, such as fences, indicating occupation or possession lines, are shown on the graphic portion of this survey with dimensions indicating their position relative to the lines and corners of this survey. The dimensions are given to the nearest tenth of a foot to illustrate the difference of the inconsistencies between said occupation or possession lines with the deed or plat line(s). Any uncertainty associated with these items is limited to the significant figures indicated by the dimensions.

C) **Relative Positional Accuracy:** The calculated Relative Positional Accuracy due to random errors in measurement of the corners of this survey is within the specifications for a Suburban Survey as defined in IAC 865.

There are no front yard, sideyard or rear yard setbacks given on the record plat and written evidence of setbacks has not been provided to this office as required by State Statute 865 IAC 1-12-13 (12) & (13).

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law" Nana Opoku

South 1/2 of Lot 98, Colonial Heritage 2d Add



October 8, 2020

This map is intended for general reference purposes only. The information displayed herein is not guaranteed to be

© 2015 City of Fort Wayne

IMPROVEMENT RESOLUTION NO. 0296S

Bluffton Road Sidewalks, Phase 1

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Bluffton Road between Winchester Rd, Engle Rd, and Manito Blvd by adding sidewalk to connect existing pedestrian infrastucture. Project will also include curb ramps for ADA accessability, APS buttons, new drive approaches, and grading.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20 day of October, 20 20.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0448D

Alley R00291/R00291-10/R00292/R00293 N-S, E-W: Barthold St., N Wells St., W. Fourth St., Third St.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

An East - West and (2) North-South Intersecting Alleys by removing and replacing pavement, replacing drainage castings, and reconstructing alley approaches as necessary.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20th day of October, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0454D

Alley R01718 S-N: Creighton Ave., Milan St., S. Anthony Blvd., Lillie St.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The existing alleyway and alley approaches by the construction of new concrete alleyway, concrete alley approaches, replacement and adjustment of castings, and restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20th day of October, 20 20.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0491C

Brookside Park Concrete Street Repairs

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Brookside Park Neighborhood by removing and replacing existing deteriorated concrete streets, improving drainage, adding under drain, upgrading ADA ramps, and eliminating trip hazards.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20 day of October, 2020.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0368D

Alley R01808 North-South: Senate Ave., Capitol Ave., Oliver St., Bowser Ave.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

A north-south alley in the Pettit-Rudisill Neighborhood Association bounded by Oliver St. to the west, Bowser Ave. to the east, Capitol Ave. to the south and Senate Ave. to the north. The existing concrete alley will be removed and replaced with a new 10' wide concrete alley including a new alley approach and sidewalk at Capitol Ave. and a new alley approach at Senate Ave. Some minor drive approach and stormwater improvements are included as well.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 27 day of October, 20 20.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

CITY UTILITIES ANNUAL ON-CALL ASPHALT CUT REPAIR SERVICES
RESOLUTION NO. 107-10-27-20-1

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs of Asphalt Cuts made by the Utilities in the repair of the distribution and collection systems. All repairs are to be made to the Transportation Engineering Standards dated 8-27-15.

Said services shall be constructed in accordance with the plans and specifications.

APPROVED THIS 27 DAY OF October, 2020

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CITY UTILITIES ANNUAL ON-CALL CONCRETE CUT REPAIR SERVICES
RESOLUTION NO. 107-10-27-20-2

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs of Concrete Cuts made by the Utilities in the repair of the distribution and collection systems. All repairs are to be made to the Transportation Engineering Standards dated 8-27-15.

Said services shall be constructed in accordance with the plans and specifications.

APPROVED THIS 27 DAY OF October, 2020

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Nov 2020

EMERGENCY RESOLUTION NUMBER 107-11-3-20-1
4909 ARDMORE AVENUE STORM EMERGENCY REPAIR

WHEREAS, a section of an existing 12" VCP storm sewer has partially collapsed under Ardmore Avenue;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action to return the sewer to normal flow capacity, and;

WHEREAS, repair of the storm sewer is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Bercot, Inc., T&E, Inc., Lawnscape, Inc., and Bunn, Inc. are invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Stormwater Management hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 3rd day of November ,2020.

BOARD OF PUBLIC WORKS

By _____
Matthew Wirtz, Chair

By _____
Shan Gunawardena, Member

By _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Dec 2020

WEBSTER AND LEXINGTON AREA
WATER MAIN REPLACEMENT
RESOLUTION NO. 66960

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 8,920 feet of 6" HDPE and 310 feet of 2" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **WEBSTER AND LEXINGTON AREA WATER MAIN REPLACEMENT.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $1,663,000.

APPROVED THIS 1st DAY OF December, 2020.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

WATER POLLUTION CONTROL PLANT POND INTERCONNECT SOIL STABILIZATION IMPROVEMENTS RESOLUTION NO. 76907

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This project will consist of soil stabilization for the Pond 1 and 2 interconnect structure at the Water Pollution Control Plant. Soil stabilization will increase the load rating of the interconnect structure.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **WPCP Pond Interconnect Soil Stabilization Improvements.**

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $75,000.00.

APPROVED THIS 1 DAY OF December, 20 20.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

EMERGENCY RESOLUTION NUMBER 107-12-1-20-1
GREENTREE ADDITION SEWER RE-ROUTE EMERGENCY PROJECT

WHEREAS, the City of Fort Wayne has identified an area in its sewer system with immediate capacity issues and;

WHEREAS, downstream improvements in an adjacent sewer system have recently been completed providing for additional conveyance capacity, and;

WHEREAS, construction of this project is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Lawnscape, T-E, Ironclad, Krafft, and API, were invited to submit quotes on the project, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer project and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID CONSTRUCTION.**

APPROVED this 1st day of December, 2020.

BOARD OF PUBLIC WORKS

By _____
Shawn Gunawardena, Chair

By _____
Kumar Menon, Member

By _____
Chris Guerrero, Member

ATTEST: _____ 12-1-20
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0528N

SUMMIT TRAIL LIGHTING IMPROVEMENTS

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Installation of new LED Coachman-style lanterns on 16' poles, with buried wire and new service points along the Summit Trail in the 2000-2900 blocks of W. Washington Center Road.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 8 day of Dec, 20 20

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

A RESOLUTION approving the lease of
real estate owned by the City of Fort Wayne

Resolution # 107-12-8-20-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

East 20 Ft. of North 21.6 Ft. & East 2 Ft. of South 30.7 Ft. of North 52.3 Ft. Lot 21 & West 26.1 Ft. of North 52.3 Ft. Lot 22 Original Plat in the City of Fort Wayne, Allen County, Indiana a/k/a 114 East Superior Street

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to lease the above-named property, following all applicable state statutes.

Signed this 8 day of Dec, 2020.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

Attest: Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0364P

COLDWATER RD. GREENSCAPE – COOK RD. TO TILL RD.
WORK ORDER NO. 0364P

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The project consists of the maintenance of traffic, storm-sewer modifications, concrete removal, new center island curbing, green infrastructure, landscape planting, and other miscellaneous improvements.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15 day of December, 2020.

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0508N

LAKE AVENUE TRAIL: HOBSON RD TO COLISEUM BLVD
WORK ORDER NO. 0508N

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The north side of Lake Avenue by constructing a 10 foot wide asphalt trail from Hobson Road to Coliseum Boulevard. The project includes ADA curb ramps, drainage structures, bus pads and a sidewalk connection.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15 day of December, 2020

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST: Michelle Fulk-Vondran, Clerk

RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA APPROVING LABOR AND EQUIPMENT RATES FOR FORT WAYNE CITY UTILITIES MAINTENANCE REPAIR WORK

Resolution # 107-12-15-20-1

WHEREAS, Fort Wayne City Utilities (the "Utility"), through the Board of Public Works of the City of Fort Wayne, Indiana ("BoPW") and the Fort Wayne Board of Stormwater Management ("BoSM"), owns several miles of water, sewer, and stormwater pipes in and around the City of Fort Wayne, Indiana, as well as other water, sewer, and stormwater infrastructure necessary to provide safe and reliable service to its customers; and

WHEREAS, the Utility's infrastructure is occasionally damaged by the actions of third parties; and

WHEREAS, in such cases, the Utility's Water, Sewer, or Stormwater Maintenance Department will dispatch a crew to repair the damage and then invoice the cost of the work to the responsible third party; and

WHEREAS, the Utility has established uniform labor and equipment rates for the cost to repair such damage and periodically updates those rates as necessary; and

WHEREAS, the Utility has found that the existing labor and equipment rates being charged by the Utility's Maintenance Departments under Resolution No. 106-12-17-19-1 are insufficient to cover the actual cost of work to repair damage caused by third parties to the Utility's infrastructure; and

WHEREAS, the Utility desires to have the BoPW and the BoSM formally approve updated labor and equipment rates for the Utility's Water, Sewer, and Stormwater Departments beginning January 1, 2021.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the BoPW now finds and elects that the rates and charges for water, sewer, and stormwater maintenance repair work due to property damage caused by third parties to be paid by the third parties should be sufficient to cover the costs of said work;

SECTION 2. That the rates and charges for labor and equipment for water, sewer, and stormwater maintenance repair work are currently insufficient to cover the cost of such work;

SECTION 3. The following labor and equipment rates of the Utility's Water, Sewer, and Stormwater Departments are hereby established with overtime rates to be charged when repairs are performed outside of the normal Maintenance Department hours;

LABOR RATES

Position	Hourly Rate	Overtime Rate
Administrative Assistant - WPCM	$53.33	$80.00
Backhoe Operator	$46.97	$70.46
Dispatcher	$46.80	$70.20
Flusher Assistant - WPCM	$42.37	$63.56
Flusher Operator - WPCM	$44.44	$66.66
Laborer I	$40.91	$61.37
Laborer II	$40.91	$61.37
Maintenance Crew Leader - WMS	$47.95	$71.93
Manhole Sealing Asst - WPCM	$42.37	$63.56
Manhole Sealing Operator- WPCM	$48.28	$72.42
Meter Reader/Truck	$46.42	$69.63
Night Investigator	$45.30	$67.95
NPDES Insp Asst	$42.37	$63.56
NPDES Insp Oper	$44.55	$66.83
Plumbing Crew Leader	$48.28	$72.42
PRG MGR VI-CONSTRUCT	$80.03	$120.05
PRG MGR VII (WPCP/M)	$72.77	$109.16
PRG MGR VI-MAINT REST	$62.05	$93.08
PRG MGR V-SAN-SEWER	$64.53	$96.80
Service Tech I	$45.39	$68.09
Service Tech II	$47.50	$71.25
Sewer Sys Inspector	$51.80	$77.70
Special Investigator	$46.25	$69.38
Storekeeper	$46.80	$70.20
Supervisor V-DRAIN	$57.36	$86.04
Supervisor VI (WMS)	$54.74	$82.11
Supervisor V-INSPC	$61.58	$92.37
Supervisor V-MAINT	$57.36	$86.04
SUPV V-CONST OP	$65.91	$98.87
SUPV V-MAINT REST	$60.75	$91.13
Tandem Driver	$45.24	$67.86
TV Truck Assistant	$42.37	$63.56

TV Truck Technician	$44.44	$66.66
Utility Person	$45.24	$67.86
Vacuum Assistant	$42.37	$63.56
Vacuum Operator	$44.44	$66.66
Water Operator 1	$44.66	$66.99
Water Operator 2	$47.50	$71.25

EQUIPMENT RATES

Item	Item Specs/Notes	Hourly Rate
Air Compressor		32.13
Backhoe	Loader bucket cap, 2 CY, to 105 HP	$38.10
Board, Arrow		$4.53
Board, Message		$11.60
Boat	Motor & Trailer included	$48.93
Camera, Mini		$13.87
Camera, Pole		$13.87
Chain Saw	Bar Length 16 In	$1.80
Chain Saw	Bar Length 25 In	$3.73
Chain Saw, Pole	Bar Length 18 In	$2.10
Chainsaw	20" Bar, 3.0 cu in	$1.91
Chainsaw	20" Bar 5.0 cu in	$2.59
Chainsaw	20" Bar 6.0 cu in	$2.77
Chevy Trailblazer		$23.99
Chipper, Brush	18 In, to 200 HP	$50.41
Excavator	2007 model Gradall XL3100 III, 184 HP	$102.62
Excavator	2003 model Gradall XL4100 III, 238 HP	$117.66
Excavator	2006 model Gradall XL5100, 230 HP	$109.03
Excavator, Hydraulic	0.5 CY Capacity, to 45 HP	$18.97
Excavator, Hydraulic	1.0 CY Capacity, to 90 HP	$36.06
Excavator, Hydraulic	1.5 CY Capacity, to 160 HP	$55.30
Excavator, Hydraulic	2.5 CY Capacity, to 265 HP	$158.86
Excavator, Hydraulic	4.5 CY Capacity, to 420 HP	$264.64
Excavator, Hydraulic	7.5 CY Capacity, to 650 HP	$304.91
Excavator, Hydraulic	12 CY Capacity, to 1000 HP	$466.41
Fork Lift	6000 Lbs Capacity, to 60 HP	$14.73
Fork Lift	12000 Lbs Capacity, to 90 HP	$21.12
Generator	16 KW, to 25 HP	$7.81
Generator	43 KW, to 65 HP	$25.56
Hose, Discharge	3 In	$0.16/hr/25ft.
Hose, Discharge	4 In	$0.24/hr/25ft.

Hose, Discharge	6 In	$0.62/hr/25ft.
Hose, Discharge	8 In	$0.62/hr/25ft.
Hose, Discharge	12 In	$0.92/hr/25ft.
Hose, Discharge	16 In	$1.71/hr/25ft.
Hose, Suction	3 In	$0.31/hr/25ft.
Hose, Suction	4 In	$0.37/hr/25ft.
Hose, Suction	6 In	$1.17/hr/25ft.
Hose, Suction	8 In	$1.11/hr/25ft.
Hose, Suction	12 In	$1.73/hr/25ft.
Hose, Suction	16 In	$3.29/hr/25ft.
Line Truck	Diesel Engine	$28.55
Loader, Skid-Steer	Operating Capacity, 3000 Lbs, to 85 HP,	$38.72
Loader-Backhoe, Wheel	Loader Bucket Capacity, 1.75 CY, to 115 HP, Loader and Backhoe Buckets included.	$49.55
Manhole Sealing Truck		$68.04
Pickup Truck	3/4 Ton	$14.32
Pump	Centrifugal, 8M pump, 2" - 10,000 gal/hr., to 4.5 HP, Hoses not included.	$6.31
Pump	Diaphragm pump, 2" - 3,000 gal/hr., to 6 HP, Hoses not included.	$6.98
Pump	Centrifugal, 18M pump, 3" - 18,000 gal/hr. pump, to 10 HP, Hoses not included.	$8.05
Pump	to 15 HP, Hoses not included.	$12.08
Pump	to 25 HP, Hoses not included.	$13.77
Pump	to 40 HP, Hoses not included.	$16.98
Pump	4" - 40,000 gal/hr., 4" - 40,000 gal/hr., to 60 HP, Hoses not included.	$27.45
Pump	to 95 HP, Hoses not included.	$32.77
Pump	to 140 HP, Hoses not included.	$41.84
Pump	to 200 HP, Hoses not included.	$50.79
Pump	to 275 HP, Does not include Hoses.	$68.33
Pump	to 350 HP, Does not include Hoses.	$81.66
Pump	to 425 HP, Does not include Hoses.	$99.01
Pump	to 500 HP, Does not include Hoses.	$117.21
Pump	to 575 HP, Does not include Hoses.	$136.53
Pump	to 650 HP, Does not include Hoses.	$154.88
Pump - Trash Pump	10 MTC, 2" Pump, to 7 HP, 10,000 gph	$7.87
Pump - Trash-Pump	CPB Rating - 10MTC, 10000 gal/Hr, 7 HP, Self-Priming Trash Pump	$7.76
Rake, Harley		$48.59
Service Van	1/2 Ton	$20.48
Skidder	model 748 E, to 173 HP	$56.25
Skidder	model 648 G11, to 177 HP	$105.44

Skidder	model Cat 525B, up to 160 HP	$64.79
Skidder	40K lbs- model Cat 525C, 161 and up HP	$118.77
Sprayer, Hydro Seeder		$14.78
Tractor, Semi		$56.81
Tandem Dump Truck		$79.62
Trailer, Equipment	Capacity, 30 Tons	$16.71
Trailer, Low Bow		$8.67
Trailer, TV		$54.23
Trailer, Flatbed	Capacity 60 tons	$19.30
Trailer, Smoke Testing		$38.88
Trencher		$29.53
Truck, Sewer Jet (Flusher)		$76.72
Truck, Vacuum	60,000 GVW, 400 HP,	$76.72
Truck, TV		$108.78
Truck, Tri-Axle Dump		$91.65
Truck, Extend-A-Jet		$18.50
Two-Ton Crew Truck		$27.55
Vactor, Combination	800 Gal Spoils/400 Gal Water, 500/800 gal, 49 HP	$85.10
Vehicle, Small		$6.41

SECTION 3. The foregoing labor and equipment rates shall be effective January 1, 2021, and shall continue unless and until updated by a future resolution.

APPROVING LABOR AND MAINTENANCE RATES FOR FORT WAYNE CITY UTILITIES MAINTENANCE REPAIR WORK

RESOLUTION NO. 107-12-15-20-1

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Date: 12.15.2020

Shan Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

Attest: Michelle Fulk-Vondran, Clerk

RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT APPROVING LABOR AND EQUIPMENT RATES FOR FORT WAYNE CITY UTILITIES MAINTENANCE REPAIR WORK

Resolution # 107-12-15-20-2

WHEREAS, Fort Wayne City Utilities (the "Utility"), through the Board of Public Works of the City of Fort Wayne, Indiana ("BoPW") and the City of Fort Wayne Board of Stormwater Management ("BoSM"), owns several miles of water, sewer, and stormwater pipes in and around the City of Fort Wayne, Indiana, as well as other water, sewer, and stormwater infrastructure necessary to provide safe and reliable service to its customers; and

WHEREAS, the Utility's infrastructure is occasionally damaged by the actions of third parties; and

WHEREAS, in such cases, the Utility's Water, Sewer, or Stormwater Maintenance Department will dispatch a crew to repair the damage and then invoice the cost of the work to the responsible third party; and

WHEREAS, the Utility has established uniform labor and equipment rates for the cost to repair such damage and periodically updates those rates as necessary; and

WHEREAS, the Utility has found that the existing labor and equipment rates being charged by the Utility's Maintenance Departments under Resolution No. 10-12-17-19-2 are insufficient to cover the actual cost of work to repair damage caused by third parties to the Utility's infrastructure; and

WHEREAS, the Utility desires to have the BoPW and the BoSM formally approve updated labor and equipment rates for the Utility's Water, Sewer, and Stormwater Departments beginning January 1, 2021.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the BoSM now finds and elects that the rates and charges for water, sewer, and stormwater maintenance repair work due to property damage caused by third parties to be paid by the third parties should be sufficient to cover the costs of said work;

SECTION 2. That the rates and charges for labor and equipment for water, sewer, and stormwater maintenance repair work are currently insufficient to cover the cost of such work;

SECTION 3. The following labor and equipment rates of the Utility's Water, Sewer, and Stormwater Departments are hereby established with overtime rates to be charged when repairs are performed outside of the normal Maintenance Department hours;

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Pickup Truck	3/4 Ton	$14.32
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Pump	Diaphragm pump, 2" - 3,000 gal/hr., to 6 HP, Hoses not included.	$6.98
Pump	Centrifugal, 18M pump, 3" - 18,000 gal/hr. pump, to 10 HP, Hoses not included.	$8.05
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Pump	to 25 HP, Hoses not included.	$13.77
Pump	to 40 HP, Hoses not included.	$16.98
Pump	4" - 40,000 gal/hr., 4" - 40,000 gal/hr., to 60 HP, Hoses not included.	$27.45
Pump	to 95 HP, Hoses not included.	$32.77
Pump	to 140 HP, Hoses not included.	$41.84
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Skidder	model 648 G11, to 177 HP	$105.44

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Skidder	40K lbs- model Cat 525C, 161 and up HP	$118.77
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Truck, TV		$108.78
Truck, Tri-Axle Dump		$91.65
Truck, Extend-A-Jet		$18.50
Two-Ton Crew Truck		$27.55
Vactor, Combination	800 Gal Spoils/400 Gal Water, 500/800 gal, 49 HP	$85.10
Vehicle, Small		$6.41

SECTION 3. The foregoing labor and equipment rates shall be effective January 1, 2021, and shall continue unless and until updated by a future resolution.

APPROVING LABOR AND MAINTENANCE RATES FOR FORT WAYNE CITY UTILITIES MAINTENANCE REPAIR WORK

RESOLUTION NO. 107-12-15-20-2

City of Fort Wayne
Board of Stormwater Management

Date: 12·15·2020

Matthew A. Wirtz, Chair

Shan Gunawardena, Member

ABSENT
Chris Guerrero, Member

Attest:
Michelle Fulk-Vondran, Clerk

BOARD OF PUBLIC WORKS

2020 RESOLUTION BOOK – 107

JANUARY 7, 2020 - DECEMBER 31, 2020